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.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
April 23, 2024
Regular Meeting - 8:30 to 10:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 857 9420 9442
3. Passcode: 774938

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/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at 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 no later than 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** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
    c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

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

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

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, FLAG SALUTE
Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the April 9, 2024 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department
SUBJECT: Fiscal Year 2024-25 Utility Ratepayers Assistance Program (Project Assist) Update. (15 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2024-25 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2024-25; and

2. Authorize staff to fund Project Assist in Fiscal Year 2024-25 by utilizing $241,500 in late penalties from City utility customers.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/wnUVw6wZikw
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Agreement 32400386 with Craftwater Engineering, Inc. for Consulting Services for Channel Island Harbor Water Quality Feasibility Study and Implementation Plan. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement 32400386, subject to approval of the final form of the agreement by the City Attorney, with Craftwater Engineering, Inc. in the amount not to exceed $735,902 for a three-year term, ending from the effective date of the Agreement, for Consulting Services for the Channel Island Harbor Water Quality Feasibility Study and Implementation Plan.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/m-KgvoKtGE0
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: Five Year Capital Improvement Program (CIP) for Fiscal Years 2025-2029. (20 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee provide input on the draft CIP and recommend that the City Council:

1. Hold a public hearing to receive public testimony regarding the proposed 2025-2029 City of Oxnard Five-Year CIP;

2. Approve the existing carryover CIP projects and the proposed new funding as outlined in the staff report for Category 1 projects;

3. Reaffirm the carryover CIP projects in Category 2;

4. Approve the project prioritization lists in Categories 3 and 4 outlined in the staff report and adopt the 2025-2029 City of Oxnard Five Year CIP; and

5. Direct staff to finalize the 2025-2029 CIP and General Fund/Measure O amounts for Category 4 projects once the City's FY 2024-25 operating budget has been completed as approved CIP funding allows.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/L-WlOwyzj08
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Amendments to Agreements A-8339, A-8340, A-8341, A-8342, and A-8483 with Mariposa Landscapes, Inc. for Landscape Maintenance Services for Citywide General Fund Parks. (15 minutes)

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

1. Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $475,000 to $615,000 in Region 1;
2. Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $430,000 to $561,000 in Region 2;
3. Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $950,000 to $1,249,000 in Region 3;
4. Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $550,000 to $714,000 in Region 4; and
5. Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $758,919 to $1,036,880.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/XU52xTrH0ek
Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department
SUBJECT: Amendments to Agreements A-8344 and A-8346 with Garcia's Landscaping Maintenance, Inc. and Agreement A-8345 with Mariposa Landscapes, Inc. for Landscape Maintenance Services within the City's Medians and Parkways. (15 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the:

1. Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,415,000 to $3,272,000 in Region 1;

2. Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,535,000 to 3,423,000 in Region 2; and

3. Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,575,000 to $3,272,000 in Region 3.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/e1yNkAfqcjI
Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department
SUBJECT: Trade Services Agreement 32500001 with SCA of CA, LLC for Citywide Street Sweeping Services. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the

City Council approve and authorize the Mayor to execute an Agreement with SCA of CA, LLC for a not to exceed amount of $10,250,000 for a one year term ending June 30, 2025, with an option to extend for four additional one year terms for a final expiration of June 30, 2029, for citywide street sweeping services, alleyways, parking lots, parking structures and city facilities.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/eVk1CQgs8VA
Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: April 23, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the April 9, 2024 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 04 09 2024 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
April 9, 2024

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Bert Perello, Member Arthur Valenzuela, and Member John C. Zaragoza were present in person.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the March 26, 2024, regular meeting as presented.

It was moved by Member Valenzuela, seconded by Member Zaragoza, to approve the Information/Consent item as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor; the motion carried 3-0.

D. REPORTS

1. Public Works Department

SUBJECT: Agreement 32400411 with NATEC International, Inc. for Safety Training Services for the Public Works Department.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement 32400411 with NATEC International, Inc. (NATEC) in the amount not to exceed $1,500,000 for the maximum five-year term of the Agreement, with the initial term of one year ending April 30, 2025, after which the Agreement may be extended for four additional one-year terms; ending April 30, 2029, for Safety Training Services for the Public Works Department.

Michael Wolfe, Public Works Director and Esteban Camara, Occupational Health and Safety Administrator, presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

2. Public Works Department
SUBJECT: Tree Program and Landscape Standards Update.
RECOMMENDATION: That the Public Works & Transportation Committee receive and file an update of the citywide Tree Program and Landscape Standards.

Steve Howlett, Assistant Public Works Director was available to answer the Committee's questions. There were no public comments. Discussion ensued among the Committee and staff. Report was received and filed; no action was taken.

3. Public Works Department
SUBJECT: Review an Ordinance Granting the Renewal of the Crimson California Pipeline, L.P. Franchise Agreement to Operate and Maintain a Pipeline for the Transportation of Petroleum Products Under, Along and Across Harbor Boulevard and a Resolution of Intent to Grant the Franchise Agreement.
RECOMMENDATION: That the Public Works and Transportation Committee review and recommend that the City Council adopt a resolution of intent ("ROI") to set a public hearing to introduce an uncodified ordinance granting the renewal of the Crimson California Pipeline, L.P. franchise agreement to operate and maintain a pipeline for the transportation of petroleum products under, along and across Harbor Boulevard.

Chelsey Ballot, Deputy City Attorney presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:08 p.m.

ROSE CHAPARRO	BERT E. PERELLO
City Clerk	Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: April 23, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Fiscal Year 2024-25 Utility Ratepayers Assistance Program (Project Assist) Update. (15 minutes)

RECOMMENDATION

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

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2024-25 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2024-25; and

2. Authorize staff to fund Project Assist in Fiscal Year 2024-25 by utilizing $241,500 in late penalties from City utility customers.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/wnUVw6wZikw

BACKGROUND

Project Assist is the City of Oxnard's utility rate assistance program for eligible solid waste, water, and wastewater residential utility customers. The City Council initially approved this program in May 2017, and it has continued to be renewed by the City Council annually. Late penalties from utility customers fund the program. For Year 7, Fiscal Year 2023-24, the Project Assist budget was $241,500 and the financial relief per customer was $25.00, allowing up to 805 applicants to participate.

Upon initial approval of Project Assist in 2017, the City Council requested staff to return annually with an update on the program. The Program outreach, in English and Spanish, has relied on a multi-faceted social media approach including utility bill inserts, City website posting, press releases, and word-of-mouth. If customers participate in the program one Fiscal year and remain eligible for the next Fiscal year, they are still required to reapply for the program. This is to ensure that participants remain eligible each program year.

The following are some statistics related to applications for Fiscal Year 2023-24 (Year 7):

- Project Assist has accepted and enrolled 804 Oxnard residents during the first 10 months from July 2023 through April 2, 2024
- New applicants account for 23.9 % while returning enrollees account for 76.1%

DISCUSSION

For Project Assist Year 8, Fiscal Year 2024-25, staff is requesting to allocate $241,500 from utilities late penalty revenues to fund the Project Assist Program. A $241,500 budget allocation would continue to allow for a $25 dollar credit and approximately 805 eligible residential utility customers to participate in the program.

Table 1, is a history of eligible participants, funds expended for Project Assist, and the penalty amount collected since the inception of Project Assist.

Table 1.

Fiscal Year	Actual Participants	Max Monthly Credit	Participant Cap	**Actual Utility Rate Assistance	Allocated Budget	Utility Penalties
Year 1 FY 17-18	392	$10	832	$29,520	$100,000	$1.14M/yr
Year 2 FY 18-19	548	$10	832	$37,290	$100,000	$1.34M/yr
Year 3 FY 19-20	531	$15	805	$77,490	$145,000	$1.01M/yr
Year 4 FY 20-21	764	$15	805	$116,145	$145,000	$1.29M/yr
Year 5 FY 21-22	740	$15	805	$117,870	$145,000	$0.00 Covid-No late penalties collected
Year 6 FY 22-23	784	$15	805	$125,400	$145,000	$1.25 M/yr
Year 7 FY 23-24	804*	$25	805	$215,175	$241,500	$1.2 M/yr estimated

*Actual utility rate assistance through April 2, 2024
** Reflects actual expenditures from the General Ledger, based upon the participant's effective start date

Given the unpredictable revenue of late penalties collected, staff does not recommend going beyond a $25/month credit for Year 8, FY 24-25. Assuming that utilities late penalties are collected in roughly the same amount as past fiscal years, there will be sufficient penalty revenue to fund Project Assist in FY 2024-25. Utilities late penalties incurred by utility customers for

failure to timely pay their utility bills are not governed by Article XIII D of the California Constitution, because they are not considered an incident of property ownership for purposes of Proposition 218. Late penalties are imposed to regulate conduct, encouraging prompt payment of utility bills. These are not considered a property-based fee or charges to be used for the cost of providing utility services. Accordingly, the late penalties collected by the utility can be used for purposes unrelated to utility service. The City's utilities may use late penalties to fund the Project Assist Program.

ELIGIBILITY FOR PROJECT ASSIST

Eligibility is determined by the applicant's acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) programs. Project Assist mirrors the CARE income guidelines shown in Table 2, effective from June 1, 2023, to May 31, 2024:

Table 2.

Household Size	Income Eligibility Upper Limit
1-2	$39,440
3	$49,720
4	$60,000
5	$70,280
6	$80,560
7	$90,840
8	$101,120
Each Additional Person	$10,280

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

Since its inception, the availability of the program is capped by the total amount of funding approved by City Council each year. Applicants are screened annually on a first-come, first-served basis. Customers can file applications in English or Spanish by email, in person, or by mail via the United States Postal Service throughout the program year. Year 8 of Project Assist will commence on July 1, 2024, and continue through June 30, 2025.

The following information is provided as context related to other agencies' similar rate-assist programs and recent active and completed State/Federal funded programs for utility customers as one-time recovery programs related to the pandemic.

OTHER MUNICIPAL UTILITY RATEPAYERS ASSISTANCE PROGRAMS

The City of Ventura directs $50,000 annually from penalties to fund a residential Water Customer Assistance Program. The Ventura program currently has a cap of 600 customers per year. After eligibility is determined, the discount is dependent on the size of the water meter. Discounts are 50% of the cost shown on the water bill as a service charge up to approximately $100 annually.

Cities of Port Hueneme, Camarillo, Davis, and Tracy have utility ratepayers assistance programs but are not funded by late payment penalties. The City of Port Hueneme funds its utility rate assistance program from an interest rate revenue fund. The City of Camarillo funds its utility ratepayers assistance program from a voter-approved special assessment fund. The City of Davis funds their utility ratepayers assistance program from a roundup amount donation option from a utility bill fund. The City of Tracy funds their utility ratepayers assistance program from the general fund.

FEDERAL AND STATE PROGRAMS

California has prioritized funding to support the immediate financial needs of low-income individuals and families through utility assistance payments. The Low Income Home Energy Assistance Program (LIHEAP) utility assistance provides one-time payments to households struggling to pay their bills. Governor Gavin Newsom signed Executive Order 75-20 on August 24, 2020, to provide additional flexibility to the California Department of Community Services & Development (CSD) to ensure that CARES Act funds for LIHEAP are maximized to benefit Californians in need.

In addition to LIHEAP, the California Low Income Household Water Assistance Program (LIHWAP) was available for low-income Oxnard residents to assist with their water and wastewater bills. Unfortunately, as of March 31, 2024, LIHWAP stopped taking applications due to funding (https://www.csd.ca.gov/lihwap).

LIHEAP is still assisting with heating and cooling bills www.csd.ca.gov/energybills. For additional information residents can contact Community Action Ventura County at 805-436-4000,

The following resources provide further, detailed information on the state and federal programs described herein; visit www.csd.ca.gov or call 1-866-675-6623.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The fiscal impact of approving the Utility Rates Assistance Program for Year 8 in Fiscal Year 2024-25 is $241,500 from utilities late penalty revenues. The funding will be included in the Proposed FY 2024-25 Budget for the City Council's consideration.

For Finance Use Only: Water Operating Fund (Org. 6011001 Obj. 52350), Wastewater Operating Fund (Org. 6113610 Obj. 52350), Environmental Resources Fund (Org. 6313632 Obj. 52350)

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. PWTC Project Assist Resolution FY 2024-25
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING A UTILITY RATEPAYERS ASSISTANCE PROGRAM FOR FISCAL YEAR 2024-25

WHEREAS, the City of Oxnard provides water, wastewater, and solid waste services to residents and businesses within the community; and

WHEREAS, clean water and good sanitation are essential to public health and safety and improve the quality of life of residents; and

WHEREAS, the City desires to assist eligible low-income utility customers with financial assistance to help pay their monthly utility bills; and

WHEREAS, ratepayers must meet the certain eligibility criteria to receive the financial assistance from the City; and

WHEREAS, the City may fund a ratepayers assistance program using late fee payments; and

WHEREAS, the City Council adopted a ratepayers assistance program in 2017 and now desires to extend this assistance available to eligible ratepayers for Fiscal Year 2024-25.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The foregoing recitals are true and correct.

2. Adoption of Program. The Utility Ratepayers Assistance Program (Project Assist) that is further explained in Exhibit A, which is attached hereto and incorporated herein by this reference, is hereby adopted. The City Manager is authorized to take all administrative actions necessary to implement Project Assist and to make non-substantive modifications that may be necessary for the operation.

3. If any section, sentence, clause or phrase of this Resolution or exhibit thereto is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Resolution. The City Council declares that it would have adopted the Resolution, and each exhibit, section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

4. CEQA. According to Section 15378 of Title 14 of the California Code of Regulations, the California Environmental Quality Act (CEQA) defines a "project" as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The term does not apply to general policy and procedure making that does not have the potential for resulting in a direct, or a reasonably foreseeable indirect, physical change in the environment. Project Assist is a policy and procedure making that does not have the potential for resulting in a direct, or a

reasonably foreseeable indirect, physical change in the environment as it does not build, install, demolish or otherwise affect land use. Since this is not considered a "project" under CEQA, no further environmental review is required.

5. Resolution No. 15,724, which adopted the Project Assist for Fiscal Year 2023-24, is hereby repealed as of July 1, 2024.

PASSED AND ADOPTED this __ day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT A

Utility Ratepayers Assistance Program (Project Assist)

1. Utility Ratepayers Assistance Program (Project Assist) Description. The City shall provide Project Assist eligible participants in the form of financial assistance to be applied directly to the ratepayer's monthly bill.

The proposed financial assistance amount is subject only to the restrictions of adequate funding for Project Assist.

Funding. Approve a Rates Assistance Program for Utility Bills to assist Oxnard residents and authorize staff to grant financial relief equal to $25.00 of the monthly City of Oxnard utility bill charge for customers meeting the eligibility requirements described herein effective July 1, 2024; Authorize staff to direct $241,500 annually from penalty fees to fund the Utility Rate Assistance Program for Utility Bills Fiscal Year 2024-25 (July 1, 2024 – June 30, 2025) to assist 805 residential customers.

2. Notices. Community outreach efforts will be used to notify the public about Project Assist and the positive impacts it will have on the community by helping to ensure that eligible ratepayers have access to this vital resource.

3. Application. Eligible ratepayers wishing to participate in Project Assist must complete a written application and declaration of eligibility. Based on this application, City staff will determine whether the ratepayer is eligible to participate.

4. Eligibility. Funds shall only be applied to utility accounts with the City on behalf of ratepayers who meet all the following criteria.

5. Each household or single ratepayer may be eligible for financial assistance equal to $25.00 of the monthly utility charge for customers who qualify for financial assistance.

Eligibility Requirements

Conditions for Participation: Eligibility in the CARE (California Alternate Rates for Energy) Program with Southern California Edison or SoCalGas

- The utility bill must be in the name of the ratepayer and the address of the ratepayer must be the primary address
- The customer cannot be claimed as a dependent on another person's income tax return other than a spouse
- A customer must recertify an application when requested

- A customer must notify the City of Oxnard within 30 days if no longer qualifies for assistance
- The most recent City of Oxnard utility bill
- Most recent SoCalGas Company bill or Southern California Edison bill showing CARE Program eligibility
- Project Assist application form
- Only one discount shall be applied per household
- The City will apply funding from penalty revenues on a first-come, first-served basis for eligible participants. The City cannot guarantee that there will be adequate funds for all eligible applicants.
- Annual Review. All applications shall be reviewed on an annual basis for continued funding resources and each ratepayer's eligibility standards.

Eligibility is determined by the applicant's acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) programs. Project Assist mirrors the CARE income guidelines shown in Table 2, effective from June 1, 2023, to May 31, 2024:

Household Size	**Income Eligibility Upper Limit**
1-2	$39,440
3	$49,720
4	$60,000
5	$70,280
6	$80,560
7	$90,840
8	$101,120
Each Additional Person	$10,280

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

Utility Rates Assistance Program (Project Assist)

Finance and Governance Committee
April 23, 2024

City Council
May 21, 2024

Brian Yanez, Assistant Public Works Director
Public Works Department

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2024-25 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2024-25; and

2. Authorize staff to fund Project Assist in Fiscal Year 2024-25 by utilizing $241,500 that has been paid to the City for late penalties charged to City utility customers.

RECOMMENDATION

That the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2024-25 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2024-25; and

2. Authorize staff to fund Project Assist in Fiscal Year 2024-25 by utilizing $241,500 that has been paid to the City for late penalties charged to City utility customers.

PROJECT ASSIST

- The program is for eligible solid waste, water and wastewater residential utility customers
- Late penalties from utility customers fund the program
- For Year 7, Fiscal Year 2023-24, the Project Assist budget was $241,500 and the financial relief per customer was $25.00, allowing for a total of 805 applicants
- Project Assist has accepted and enrolled 804 Oxnard residents during the first 10 months from July 2023 through April 2, 2024

DISCUSSION

For Project Assist Year 8, Fiscal Year 2024-25, staff is requesting to:

- Continue to provide financial relief of $25.00 per residential utility customers bill and allowing up to 805 eligible participants

- Allocate $241,500 from Utility late penalty revenues to fund the program

The program will commence July 1, 2024, and continue through June 30, 2025

DISCUSSION

- Given the unpredictable revenue of late penalties collected, staff does not recommend going beyond a $25/month credit for Year 8 FY 24-25

- Assuming that late penalties are collected in roughly the same amount as past fiscal years, there will be sufficient penalty revenue to fund Project Assist in FY 2024-25

History of Funding and Participation for Project Assist

Fiscal Year	Actual Participants	Max Monthly Credit	Participant Cap	**Actual Utility Rate Assistance	Allocated Budget	Utility Penalties
Year 1 FY 17-18	392	$10	832	$29,520	$100,000	$1.14M/yr
Year 2 FY 18-19	548	$10	832	$37,290	$100,000	$1.34M/yr
Year 3 FY 19-20	531	$15	805	$77,490	$145,000	$1.01M/yr
Year 4 FY 20-21	764	$15	805	$116,145	$145,000	$1.29M/yr
Year 5 FY 21-22	740	$15	805	$117,870	$145,000	$0.00 Covid- No late penalties collected
Year 6 FY 22-23	784	$15	805	$125,400	$145,000	$1.25 M/yr
Year 7 FY 23-24	804*	$25	805	$215,175	$241,500	$1.2 M/yr estimated

*Actual utility rate assistance through April 2, 2024

** Reflects actual expenditures from the General Ledger, based upon the participant's effective start date

DISCUSSION

- Since its inception, the availability of the program is capped by the total amount of funding approved by Council each year
- Applicants are screened on a first-come, first-served basis and must apply each program year to ensure participants remain eligible
- Customers can file applications in English and Spanish by email, in person, or through the mail via the United States Postal Service throughout the program year

DISCUSSION

- Penalties for late payment of utility bills are imposed to regulate conduct (i.e., to encourage prompt payment of utility bills) and not as an incident of property ownership to pay for the cost of providing utility service

- Therefore, those penalties are not fees or charges that are subject to Article XIII D of the California Constitution (Proposition 218) and can be used for purposes other than operating expenses

- Accordingly, the late penalties collected by the utility can be used for purposes unrelated to utility service. The City's utilities may use the late penalties to fund the Project Assist Program

ELIGIBILITY FOR PROJECT ASSIST

Eligibility is determined by the applicants' acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) program

https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

SOUTHERN CALIFORNIA EDISON®
Energy for What's Ahead℠

SoCalGas™

ELIGIBILITY FOR PROJECT ASSIST

Project Assist requirements mirror the CARE income guidelines shown in table below which are effective from June 1, 2023, to May 31, 2024

Household Size	CARE Income Eligibility Upper Limit
1-2	$39,440
3	$49,720
4	$60,000
5	$70,280
6	$80,560
7	$90,840
8	$101,120
Each Additional Person	$10,280

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

OTHER ASSISTANCE PROGRAMS

- California Low Income Household Water Assistance Program (LIHWAP) is no longer available to assist with water and wastewater bills as of March 31, 2024, due to funding

- Low Income Home Energy Assistance Program (LIHEAP) is still assisting with energy bills:

  - www.csd.ca.gov/energybills
  - Community Action Ventura County at 805-436-4000

- Information on the state, federal and local programs at www.csd.ca.gov or call 1-866-675-6623

FINANCIAL IMPACT

The fiscal impact of approving the Utility Rates Assistance Program (Project Assist) for Year 8 in Fiscal Year 2024-25 is $241,500 from late penalty revenues. There are sufficient funds from prior year penalties collected to fund Year 8 of Project Assist.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: April 23, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement 32400386 with Craftwater Engineering, Inc. for Consulting Services for Channel Island Harbor Water Quality Feasibility Study and Implementation Plan. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement 32400386, subject to approval of the final form of the agreement by the City Attorney, with Craftwater Engineering, Inc. in the amount not to exceed $735,902 for a three-year term, ending from the effective date of the Agreement, for Consulting Services for the Channel Island Harbor Water Quality Feasibility Study and Implementation Plan.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/m-KgvoKtGE0

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 bonded and non-bonded Community Facilities Districts ("CFDs"), Landscape Maintenance Districts ("LMDs"), Waterways Maintenance Assessment Districts ("WADs"), and a Maintenance Assessment District ("MAD-4"). Each of these Special Districts has 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 through an annual parcel charge for the purposes of maintaining the improvements and other authorized services within their District.

The Channel Islands Harbor is an artificial harbor with abutting commercial and residential developments that include Seabridge CFD, Westport CFD, Mandalay Bay WAD-Zone 1, and Harbour Island WAD-Zone 2. The abutting sections of the harbor would not be present absent these developments occurring. As specified in the Formation Documents, water quality remediation services are authorized services for each of the Harbor Districts; however, the City Council has previously authorized American Rescue Plan Act ("ARPA") funding for this Agreement.

In June 2018, an algal bloom occurred in the Harbor. The bloom was followed by widespread low levels of dissolved oxygen in the water. This is presumably related to the bacterial decomposition of algae during warm weather conditions. The bloom and subsequent low oxygen event may have been caused by the changes in the Harbor water circulation that occurred after the Mandalay Power Generating Station was decommissioned on March 29, 2018, as mandated by the California State Water Resources Control Board.

Since then, the City of Oxnard ("City"), the County of Ventura ("County"), and residents of the Channel Islands Neighborhood Council ("CINC") have organized efforts to address water quality issues in the Harbor.

Water quality data is needed to identify key contaminants and the sources of the contamination within the Harbor. To begin this testing, the Los Angeles Regional Water Quality Control Board ("LARWQCB") required the development of a Quality Assurance Project Plan ("QAPP") describing the key stakeholders, sampling methods and locations, sample analysis, parameters for volunteer sample collection, quality assurance, and goals of the project. A critical component of these efforts is volunteers from CINC performing the water sampling that includes the mobilization of volunteers, schedule coordination with contract laboratories, and data collection and reporting.

On September 24, 2021, December 7, 2021, and March 29, 2022, the City Council approved funding totaling $1,300,000 from the American Rescue Plan Act ("ARPA") to address harbor water quality, including the development of a feasibility study and implementation plan.

On September 19, 2023, the County's Board of Supervisors approved $1,300,000 in matching funds for ongoing Harbor water quality remediation efforts, personnel costs, procuring of services and materials, conducting environmental reviews, obtaining permits or approvals, and conducting project management with cost tracking.

Craftwater Engineering, Inc. ("Craftwater") specializes in providing a full spectrum of stormwater program management and consulting services. This firm was the Countywide Watershed Management Programs consultant in collaboration with the City and County.

DISCUSSION

The Purchasing Department released a Request for Proposals ("RFP") PW24-48 (Attachment 2) for Consulting Services for the Channel Island Harbor Water Quality Feasibility Study and Implementation Plan on November 7, 2023, with a proposal due date of December 7, 2023. The RFP received a total of two (2) proposals - one from Craftwater Engineering Inc. (Attachment 3) and one from Anchor QEA.

The proposals were reviewed by the Purchasing Division (Buyer), the Special Districts Division (Manager, Project Manager, and Administrative Services Analyst), the Wastewater Division (Senior Wastewater Environmental Specialist), and two volunteers of the CINC Marine Advisory Committee. The determination is that Craftwater meets the requirements of the solicitation scoring criteria that is listed in RFP PW24-48. The evaluation method consisted of the following:
Completeness of the response.
Capability, qualifications, & experience of the firm and sub-consultants.
Organization and approach to the work.
Scope of services to be provided.
Schedule of work.
Conflict of interest statement.
References.
Staff has confirmed that Craftwater 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:

Project Management. Consultant shall provide overall project management, including engagement with the City, County, and stakeholders, facilitation of public meetings, and quality assurance/quality control of all deliverables. Stakeholder engagement is emphasized throughout all aspects of this project.
Data Collection of all current information, Site Visits, and Preliminary Investigations. Consultant shall review the current data sets, studies, and reports, in addition to resident and stakeholder input as needed to understand project issues.
Problem Definitions Statement, Goals, and Objectives. Consultant shall use the Basin Plan and Harbor-specific data to determine water quality objectives, prepare a gap analysis, and provide a technical report of findings.
Identification of Mitigation Strategies. Consultant shall utilize modeling packages, compile potential mitigation strategies, controls, costs, and other long-term factors such as maintenance costs. Consultant shall provide a report of potential mitigation strategies.
Mitigation Strategies Analysis Report. Consultant shall provide both a draft and a final report summarizing the findings, demonstrating the strategies of the feasibility and performance, identifying permit requirements, environmental documentation requirements, cost estimates, schedules for implementation, a recommendation for a Lead Agency, long-term maintenance considerations, and potential funding opportunities.
Development of an Implementation Plan.
All services provided will be based on available funding. As with all other on-call services, Craftwater will only be compensated for those services that they actually provide. It should be noted that the cost of this work, while necessary, represents over 29% of the ARPA/County funds assigned for harbor water quality issues. While these consultant services are necessary, any physical solution is likely to cost more than the remaining ARPA/County funds. As such, additional funding will be recommended and discussed with the City Council when appropriate.

Agreement 32400386 with Craftwater (Attachment 1) is a new stand-alone Professional Services Agreement and not an extension of the previous Agreement or Amendments for the Countywide Watershed Management Programs.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of this Agreement with Craftwater shall not exceed $735,902 over its three-year term. The estimated spending plan for the remainder of Fiscal Year 2023-24 is $122,650 commencing after May 7, 2024. Additionally, the Special District's personnel shall code time spent working on this Agreement to the ARPA (G2232 and M2211) Projects.

Refer to Attachment 5 (Special Districts Agreement 32400386 Cost Breakdown) for the full estimated account breakdown. Please note that all amounts have been rounded to the nearest whole number.

There is sufficient project funding available for this agreement, as shown in the table below, from the following sources: General Fund (Fund 101), ARPA (Fund 204) and Lost Public Sector Revenue (Fund 320). Staff's recommendation to use ARPA funds for this specific scope of work should not be construed as staff's recommendation of, or setting a precedent for, the priority uses of funds for future harbor water quality contracts and costs.

Funding Source	Fund	Amount
ARPA - Harbor Area Water Quality Feasibility Study (G2232)	2043801-53200-G2232	$300,000
County of Ventura - Harbor Area Water Quality Feasibility Study (G2232)	1013801-53200-G2232	$300,000
Lost PS Revenue - Harbor Water Quality Mitigation Fund (M2211)	3203801-53200-M2211	$135,902
	TOTAL	$735,902

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32400386 Craftwater Feasibility Study
2. RFP #PW24-48 Packet
3. RFP PW24-48 Craftwater Tech Proposal and Appendices
4. City of Oxnard Special Districts Map
5. City of Oxnard Special Districts List
6. Presentation

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CRAFTWATER ENGINEERING, INC.

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Craftwater Engineering, 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."

RECITALS:

WHEREAS, the City issued a Request for Proposals (the "RFP") for Project PW24-48 seeking Consultant/Professional Services to provide Design Services for Channel Islands Harbor Water Quality Feasibility Study and Implementation Plan; and

WHEREAS, Consultant submitted a proposal dated December 6, 2023 (the "Proposal") in response to the RFP which the City has reviewed and evaluated in accordance with the standards set forth in the RFP; and

WHEREAS, the City desires at this time to implement the Channel Islands Harbor Water Quality Feasibility Study and Implementation Plan; and

WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Recitals set forth above are true and correct and together with any definitions set forth therein are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

2. SUMMARY DESCRIPTION OF SERVICES. Consulting Services for Channel Island Harbor Water Quality Feasibility Study and Implementation Plan.

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

CraftWater Engineering, Inc. ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at 401 W A St, Suite 200, Office 87, San Diego, California 92101

4. TERM OF AGREEMENT: From (Date): June 1, 2024 To (Date): May 31, 2027.

4.1 Time is of the essence in this Agreement.

4.2 The CITY shall have the option for (1) consecutive (1) one-year extension, in accordance with the scope of work and general terms and conditions of the Consultant/ Professional Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

4.3 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 CONSULTANT in accordance with Section 12 of this Agreement. CONSULTANT shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

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: $735,902.00.

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-A
Exhibit D: Federal Funding / Grant Requirements Rider
Exhibit E: Living Wage Policy
Exhibit F: Prevailing 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:
Name: Sarah Rowley
Title: Administrative Services Analyst
Phone: 805-200-5344
Email: sarah.rowley@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Ave, Bldg 1
Oxnard, California 93030

CONSULTANT Designated Representative:
Name: Brad Wardynski
Title: Vice President
Phone: 213-393-2392
Email: brad.wardynski@craftwaterinc.com
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: **sdinvoices@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 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 sections 3.2, 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. FEDERAL FUNDING/GRANT REQUIREMENTS RIDER.

This Agreement and associated Scope of Work was being funded in whole or in part with federal assistance under the American Rescue Plan Act (the "ARPA") Pub. L. No. 117-2 (March 11, 2021); specifically , Sections 602 and 603 of the Social Security Act (the "Act") as added by Section 9901 of the ARPA, which established the Coronavirus State and Local Fiscal Recovery Funds (the "CSLFRF"). A federal Funding/Grants Requirement Rider is attached hereto [in its entirety] as Exhibit D and incorporated herein by this reference. Consultant shall comply with all requirements and provision of Exhibit "D".

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, 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 or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to CITY PROJECT MANAGER, or his designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

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 make transcripts therefrom, 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 as are 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. 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. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

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.

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, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, (but not including the City's construction contractors or other consultants) and agents (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") which may arise out of 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 The duty to defend is a separate and distinct obligation from CONSULTANT's duty to indemnify. CONSULTANT shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to CONSULTANT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

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 a above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to 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 In no event shall the costs of defense charged to Consultant exceed the Consultant’s proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b 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 and defend, 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 D" 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.

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 CONSULTANT/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		**CRAFTWATER ENGINEERING, INC.**	
☐John C. Zaragoza, Mayor[1]	Date	Chad Helmle, President	Date
☐Jennifer Yates, Purchasing Manager[2]			
		Brad Wardynski, [3] Vice President	Date

ATTEST:

Rose Chaparro, CITY Clerk (only if Mayor authorizes) 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.
[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 Craftwater Engineering, Inc.)

SCOPE OF SERVICES

Sarah Rowley, 805.200.5344, sarah.rowley@oxnard.org

Scope of Work

This work includes community outreach, various presentations at Council, Board, and public outreach meetings, water quality analysis, mitigation strategies, engineering analysis, cost benefit-analysis, cost estimating, alternative scoping and scheduling, prioritization of alternatives, evaluation of maintenance costs, and documentation. The City has engaged a stakeholder group known as the Marine Advisory Committee (MAC) to assist with the oversight and input of this project. This scope of work is intended to provide a broad framework. However, the Consultant shall add tasks and clarifications as needed based upon their experience and understanding of this project.

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team that includes representatives from various City of Oxnard (City) departments and the MAC. The Consultant shall facilitate regular progress meetings and provide monthly written updates on the Project status and budget.

2. Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a “kick-off” meeting with the City staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three (3) business days of the meeting. The Consultant shall assume two (2) hours for the kick-off meeting with staff members.

3. Progress Meetings. Consultant shall host monthly meetings with the City including the MAC. The Consultant is responsible for developing the meeting information and agenda prior to the meeting and provide meeting minutes within three (3) business days following the meeting. The Consultant shall assume two (2) hours for each meeting.

4. Project Schedule. Consultant shall develop a Project Schedule that details all tasks needed to meet deliverables described in this RFP. The Project Schedule shall be submitted with the Proposal. The Project Schedule shall be updated after each Progress Meeting, as part of the meeting minutes, showing progress of each task on a monthly basis.

5. Project Communication. Consultant shall develop a Communications Protocol to be followed by all team members. The Communications Protocol is to be submitted within one (1) week of starting the Project. This will include standard project communications as well as emergency communication protocols.

6. Project Coordination. Consultant shall coordinate all the services of sub-consultants, including site visits and inspections, and shall ensure coordination with the City operations, the project manager, and other necessary staff as outlined by the City.

7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall include the staff that is responsible for reviewing, design, and documentation, as well as the means for integrating review comments from the City.

8. Invoicing. The Consultant shall submit monthly invoices that include a breakdown of hours worked for each staff member working on the project and the contribution of each staff member to the project. The invoice should also indicate the level of completion for each task to ensure the consultant is within budget. All supporting documentation shall be in a format that is acceptable to the City. Invoices requiring an amendment shall be dated according to when the revised invoice is delivered to the City.

9. Public Meetings. The Consultant shall facilitate 3 public meetings as described in this RFP. For each meeting the Consultant shall prepare and deliver a PowerPoint presentation and the exhibits needed to conduct the meetings. The meetings will be held at City Hall or another venue as needed. The costs of the venue shall be borne by the City directly. Additionally, comment cards, surveys, and other means of seeking community input shall be prepared and deployed by the Consultant for a broad range of public outreach.

10. City Council and Board of Supervisors Presentations. The Consultant shall attend one City Council meeting and one Board of Supervisors meeting described in the RFP. For each meeting, the Consultant shall prepare and deliver a PowerPoint presentation and exhibits needed to conduct the meeting.

Task 1: DELIVERABLES

1. Kickoff Meeting
2. Progress Meetings
3. Public Meetings
4. Project Schedule
5. QC/QA of All Deliverables

Task 2: Data Gathering, Site Visits, and Preliminary Investigations

The Consultant shall review and assess existing data and reports, relative to the Project and conduct all necessary site visits, investigations, and analysis required to identify and the project issues that includes:

- Existing and available records/ reports provided by the City/stakeholders and researched by the Consultant
- Input and information from key stakeholders

It is expected that the Consultant will utilize available mapping and develop their own exhibits as needed to complete the deliverables.

Task 3: Problem Definition Statement, Goals, and Objectives

The Consultant shall develop a Problem Definition Statement for the Project based upon the findings of the work completed in Task 2.

The Consultant will also identify and refine the Project Goals and Objectives that will be used to evaluate the range of alternatives for their effectiveness and priority. These Goals and Objectives shall be developed in concert with the Stakeholders, including MAC. The Goals and Objectives may be broad in scope, however, some form of performance metrics and/or criteria shall be established to gauge each alternative. The actual evaluation will be done in a subsequent task below.

Task 3: DELIVERABLES

1. Problem Definition Statement
2. Goals and Objectives, that includes performance metrics and/or criteria

Task 4: Identification of Mitigation Strategies

The Consultant shall develop a list of potential Mitigation Strategies that responds to the Problem Definition Statement, as well as the Goals and Objectives. An initial screening shall be done during this task to evaluate the viability and effectiveness of each alternative against the established performance metrics or criteria.

The following list is provided to initiate dialogue for the range of potential Mitigation Strategies. However, the Consultant is expected to provide other alternatives and modify, or clarify these as necessary. Nothing in this list of Mitigation Strategies shall be viewed as any preference toward any one or group of potential mitigation strategies, but rather to provide a starting point for the development of this task.

1. Address Water Circulation in the Harbor
    a. Pumping option from north end of the Edison Canal to the Pacific Ocean

   b. Pumping high residence time water to increase circulation

2. Options for Nutrient Source Control
   a. Filter nutrient and contaminant flow into the Edison Canal
   b. Mechanical filtration of all (or a portion) storm water flow into the Edison Canal
   c. Bio-swales along the dirt canals (Doris, West 5th Street, and Wooley Drains) that are located upstream of the Edison Canal
   d. Mechanical filtration of the Oxnard west drain
   e. Denitrifying bioreactors
   f. Capture agricultural runoff and re-use in the agriculture fields

3. Options for Mechanical Filtration (Stormwater 360 or similar) of urban stormwater

4. Options for the Decommissioned Edison Canal
   a. Develop engineered wetlands
   b. Fill canal and reroute drainage to historic ~ 50 acres of wetlands located northwest of Fifth St and Harbor Blvd. (currently managed by State Parks).

5. Other Potential Alternatives.

Task 4: DELIVERABLES

1. List of potential Mitigation Strategies
2. High level evaluation of each strategy against the Goals and Objectives and viability.
3. List of recommended Mitigation Strategies

Task 4b: Harbor Hydrodynamic & Eutrophication Modeling

The Consultant will perform a review of the spatial and temporal datasets publicly available needed to assess the environmental, meteorological, and oceanographic conditions in the Channel Island Harbor. The success of a model's outputs is strongly correlated with the quality of the input data. The model will be used to evaluate different alternatives under a number of different forcing conditions to evaluate the improvement of circulation and water quality in the Harbor. This review will determine and document all the data available for the following parameters:

- Water levels
- Meteorological conditions (wind, atmospheric pressure)
- Currents
- Bathymetry and topography
- Sea level rise

Task 4b: DELIVERABLES

1. List of Potential Mitigation Strategies
2. Tech Memo of Preliminary Evaluation of Potential Mitigation Strategies

3. List of Recommended Mitigation Strategies

Task 5: Mitigation Strategies Analysis Report

The Consultant shall refine the strategies from Task 4, including the following:

1. Scope definition
2. Identification of similar strategies that have been deployed elsewhere and the evidence to meet the Project Goals and Objectives
3. Permits required
4. Environmental documentation required for implementation
5. Estimate of costs including soft costs
6. Anticipated schedule for implementation
7. Identify the recommended Lead Agency
8. Identify potential funding sources and grant opportunities

Task 5: DELIVERABLES

1. Draft and Final Mitigation Strategies Analysis Report

Task 6: Development of an Implementation Plan

The Consultant shall work with the City and MAC to develop a comparative methodology to evaluate the Mitigation Strategies against each other to then establish a prioritized list for implementation. It is expected that the identified priorities may be a group of projects that rise to the best value for implementation, while also meeting the project objectives. This Task will culminate in the development of an Implementation Plan.

The Implementation Plan should include, but not be limited to, the following components:

1. Evaluation and grouping of prioritized mitigation strategies that could be implemented to achieve the established Water Quality Goals and Objectives.
2. Identified funding sources that can be applied to each strategy or grouping of strategies.
3. Potential phasing of strategies to match funding availability.
4. Identify the methods for evaluating the effectiveness of each phase, including the data that would need to be collected and evaluated to determine success.
5. Development of Implementation Schedule for the selected group of strategies
6. Development of the plans, specifications, and engineer’s estimate of probable cost.
7. During the development of the Implementation Plan, the Consultant should conduct at least one public meeting to solicit community input on the strategies that are recommended for implementation. Additionally, the Consultant shall conduct at least one City Council and one Board of Supervisors presentation on the Draft Implementation Plan.
8. The Final Implementation Plan must be approved by both the Oxnard City Council and the County of Ventura Board of Supervisors.

Task 6: DELIVERABLES

1. Draft and Final Implementation Plan

EXHIBIT B

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Craftwater Engineering, Inc.)

SCHEDULE OF COMPENSATION

Task	FY24 (2 months May-Jun 2024)	FY25 Estimated Total Expense (12 months Jul 2024-Jun 2025)	FY26 Estimated Total Expense (10 months Jul 2025-May 2026)	Estimated Total Agreement Expense
Task 1 - Project Management	$ 24,337.00	$ 66,375.00	$ 55,312.00	$ 146,024.00
Task 2 - Data Gathering, Site Visits, & Preliminary Investigations	$ 8,600.00	$ 23,456.00	$ 19,546.00	$ 51,602.00
Task 3 - Problem Definition Statement, Goals, and Objectives	$ 7,247.00	$ 19,765.00	$ 16,471.00	$ 43,483.00
Task 4 - Identification of Mitigation Strategies includes Task 4b: Harbor Hydrodynamic & Eutrophication Modeling	$ 50,344.00	$ 137,301.00	$ 114,417.00	$ 302,062.00
Task 5 - Mitigation Strategies Analysis Report	$ 17,156.00	$ 46,790.00	$ 38,991.00	$ 102,937.00
Task 6 - Development of Implementation Plan	$ 14,966.00	$ 40,815.00	$ 34,013.00	$ 89,794.00
Total Estimated Expense	**$ 122,650.00**	**$ 334,502.00**	**$ 278,750.00**	**$ 735,902.00**

Estimated Total Values are Rounded

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Craftwater Engineering, 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.

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. 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, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

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

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

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.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 [ ] 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				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD % Evident ID, Inc. **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 US**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits ❒ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE 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, 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
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

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 _____

EXHIBIT D

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Craftwater Engineering, Inc.)

FEDERAL FUNDING/GRANT REQUIREMENTS RIDER

1. Consultant is hereby advised and acknowledges that the Project, and any agreement or contract awarded pursuant to this RFP, is being funded in whole or in part with federal assistance under the American Rescue Plan Act (the "ARPA") Pub. L. No. 117-2 (March 11, 2021); specifically, Sections 602 and 603 of the Social Security Act (the "Act") as added by Section 9901 of the ARPA, which established the Coronavirus State and Local Fiscal Recovery Funds (the "CSLFRF"). Such funding is provided in accordance with and is subject to the terms and conditions of the CSLFRF financial assistance agreement between the U.S. Department of the Treasury ("Treasury") and the City, signed May 11, 2021 (the "City Award"). The City Award is attached to this Exhibit D as ATTACHMENT D-1 and is expressly incorporated herein by reference.

2. For purposes of this Section E, the term "Contractor" shall mean and include "Consultant".

3. By submitting a Proposal for the Project, Consultant agrees to comply with the laws, provisions, and regulations listed herein; all other applicable federal statutes, regulations, and executive orders; and to further provide for such compliance in any agreements/contracts it enters into with other parties (by inserting a provision into any subcontracts or subconsultant agreements making them subject to all of the provisions stipulated herein) for any work or services relating to the Project.

4. Consultant acknowledges and agrees that the provisions of this Section E and its attachments shall be annexed as an Exhibit and made part of its Agreement with the City in the event of an award.

5. The laws, provisions, and regulations relating to this Project and with which Consultant is required to comply, include without limitation, all of the following:

a. The requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

b. Federal regulations specified in the City Award, which include without limitation, the following:

(i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to the City Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply.

(ii) Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.

(iii) Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.

(iv) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. Contractor must complete the certification in ATTACHMENT E-2 and comply with all provisions of said certification.

(v) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(vi) Government wide Requirements for Drug-Free Workplace, 31 CFR Part 20.

(vii) New Restrictions on Lobbying, 31 CFR Part 21, pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 3152). See provisions in Subsection j.(ix) below for requirements and required certification.

(viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

(ix) Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to the Project and Consultant, including, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance (see subdivision d, below for required assurances);

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

d. The Civil Rights Restoration Act of 1987 which require the following assurances:

(i) Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

(ii) Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Consultant shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Consultant's programs, services, and activities.

(iii) Consultant agrees to consider the need for language services for LEP persons when Consultant develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

(iv) Consultant acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees, and assignees for the period in which such assistance is provided

(v) Consultant acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances (i)-(iv) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Consultant the Consultant's sub-grantees, contractors, subcontractors, subconsultants, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of; or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

e. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, as set forth in 2 CFR Section 200.321.

(i) If subcontracts are to be let, Consultant must take all affirmative steps pursuant to Section 200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. Affirmative steps include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
E. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

(ii) If selected for award, Consultant must submit a Small and Minority Businesses, Women's Business Enterprise (S/M/WBE) and Local Surplus Area (LSA) Firm Outreach Plan attached hereto as ATTACHMENT D-3 within 30 days of contract execution to the City for approval. The City will accept the S/M/WBE and LSA Firm Outreach Plan or offer recommendations to ensure S/M/WBE and LSA Firm Outreach Plan includes all necessary affirmative steps to meet the intent of 2 CFR § 200.321. Consultant shall revise its S/M/WBE Outreach Plan to incorporate City input as applicable. Upon the City's acceptance of the S/M/WBE and LSA Firm Outreach Plan, Consultant shall submit updates to the City quarterly. S/M/WBE and LSA Firm Outreach Plan update should include efforts taken within the period to assure that minority businesses, women's business enterprises, and labor surplus area firms were utilized when possible.

f. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on- the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

g. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant is encouraged to adopt and enforce policies that ban text messaging while driving, and Consultant should establish workplace safety policies to decrease accidents caused by distracted drivers.

h. Conflict of Interest. By submitting a Proposal and executing an agreement with the City, Consultant certifies that it that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant under the agreement or with respect to the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR Sections 200.112 and 200.318(c)). Consultant shall provide all additional information necessary for the City to fully assess and address such actual or potential conflict of interest and agrees to advise the City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution the agreement. Consultant further agrees to complete any statements of economic interest if required by either CITY ordinance or State law and further certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement and does not know of any fact which constitutes a violation of any conflict of interest law, including Section 87100 et seq. or Section 1090 et seq. of the California Government Code.

i. Records Retention and Access. Consultant certifies that it will comply with the records retention and access requirements detailed in 2 CFR § 200.334 and 200.337, as well as any additional requirements that may be imposed by the Act or Treasury regulations. Contractor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three (3) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports for the Project, as applicable, and all other pending matters are closed. Consultant acknowledges and agrees that the Treasury, Inspectors General, the Comptroller General of the United States, the City, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of Consultant which are pertinent to the Project by virtue of the Federal award by which it is funded, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Consultant's personnel for the purposes of interview and discussion related to such documents. The provisions of this Section shall govern over any conflicting provisions in the Agreement.

j. Federal contract provisions required by Appendix II to 2 CFR Part 200 (2 CFR § 200.327), as applicable:

(i) Remedies for Breach - Appendix II to Part 200, Subd. (A). The Terms and Conditions in Section C of the RFP, as well as the provisions of Section 43 of the Agreement provide remedies and penalties for breach of the Agreement.

(ii) Termination for Cause/Convenience - Appendix II to Part 200, Subd. (B). The Terms and Conditions in Section C of the RFP, as well as the provisions of Section 21 and 43 of the Agreement include remedies for breach and termination for cause and convenience.

(iii) Equal Employment Opportunity - Appendix II to Part 200, Subd. (C). Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of a "federally assisted construction contract" in 41 CFR § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 CFR Chapter 60:

During the performance of this Agreement, Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to

post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

D. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Consultant will comply with all provisions of Executive Order 1124 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Consultant will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(iv) Davis-Bacon and Copeland “Anti-Kickback” Act - Appendix II to Part 200, (Subd. (D)). Not applicable to the CSLRF (See Final Rule Guidance).

(v) Contract Work Hours and Safety Standards Act – Appendix II to Part 200 (Subd. (E)). Applicable to all contracts in excess of $100,000 that involve the employment of mechanics, laborers (including watchmen and guards (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence).

A. Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated herein by this reference.

B. Contractor and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

(vi) Rights to Inventions Made Under a Contract or Agreement - Appendix II to Part 200 (Subd. (F)). Contracts or agreements for the performance of experimental, developmental, or research work (meeting the definition of “funding agreements” (see 37 CFR Part 401)) shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

(vii) Clean Air Act and Federal Water Pollution Control Act - Appendix II to Part 200 (Subd. (G)).

A. For all contracts in excess of $150,000, Contractor agrees to comply with: (1) all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; and (2) all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251et seq.

B. Contractor further agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City and understands and agrees that the City will, in turn,report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

(viii) Debarment and Suspension - Appendix II to Part 200 (Subd. (H and requirements and certification as specified in Subsection 5.b.(iv) of this Section E). (ix) Byrd Anti-Lobbying Amendment – Appendix II to Part 200 (Subd.(I)) and Subsection 5.b.(vii) of this Section E).

A. Contractor, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

B. Contractor shall file the required certification, ATTACHMENT D-4, Certification Regarding Lobbying, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of $100,000.

(x) Procurement of Recovered Materials - Appendix II to Part 200 (Subd. (J) and 2 CFR § 200.323). Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpgprogram.

(xi) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – Appendix II to Part 200 (Subd. (K) and 2 CFR § 200.26). Contractor is prohibited from obligating or expending loan or grant funds to:

A. Procure or obtain;

B. Extend or renew a contract to procure or obtain; or

C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau

of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(xii) Domestic Preferences for Procurement – Appendix II to Part 200 Subd. (L) and 2 CFR § 200.322.

A. As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

B. For purposes of this clause:

(1) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

k. Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by Treasury (including as may be amended or promulgated from time to time) are hereby incorporated herein by reference. This Agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by ARPA and/or Treasury. In the event of any conflict between any provision of the Agreement, this Exhibit, or any federal or Treasury term, condition, or requirement, the stricter standard shall apply. Consultant shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to City for guidance. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause City to be in violation of any federal, ARPA, or Treasury term, condition, or requirement.

Consultant has Read and acknowledged this FEDERAL FUNDING/GRANT REQUIREMENTS RIDER

The following Attachments are included and must be completed by Consultant and returned to the City:

Attachment D-2 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
Attachment D-3 - S/M/WBE AND LSA FIRM OUTREACH PLAN; and
Attachment D-4 - NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT

D-1 CITY AWARD

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS (City Signature Document and the Requirements Document)

U.S. DEPARTMENT OF THE TREASURY CORONOVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (city signed document)

DocuSign Envelope ID: 0C4F04A8-5865-4880-A46B-58E4217CA379

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:	DUNS Number: 081790214
City of Oxnard 300 W. Third St, 4th Floor Oxnard, California, 93030	Taxpayer Identification Number: 956000756 Assistance Listing Number: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: DocuSigned by: Alexander Nguyen 50594C854EF444A...

Authorized Representative: Alexander Nguyen

Title: City Manager

Date signed: 5/11/2021

U.S. Department of the Treasury:

_____

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

DocuSign Envelope ID: 0C4F04A8-5865-4880-A46B-58E4217CA379

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

DocuSign Envelope ID: 0C4F04A8-5865-4880-A46B-58E4217CA379

9. Compliance with Applicable Law and Regulations.
   a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

      ix. Generally applicable federal environmental laws and regulations.

   c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

      i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

DocuSign Envelope ID: 0C4F04A8-5865-4880-A46B-58E4217CA379

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by

DocuSign Envelope ID: 0C4F04A8-5865-4880-A46B-58E4217CA379

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

DocuSign Envelope ID: 0C4F04A8-5865-4880-A46B-58E4217CA379

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

DocuSign Envelope ID: 0C4F04A8-5865-4880-A46B-58E4217CA379

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

DocuSign Envelope ID: 0C4F04A8-5865-4880-A46B-58E4217CA379

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Oxnard	5/11/2021
Recipient	Date

DocuSigned by:
Alexander Nguyen
50594C854EE444A...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

ATTACHMENT D-2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment,

suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

_____
Name (Typed)

_____
Title and Organization Name (Typed)

_____
Signature

_____
Date

Agreement No. 32400386

ATTACHMENT D-3
S/M/WBE AND LSA FIRM OUTREACH PLAN

Project Number: _____

Consultant: _____

Submittal #: _____

In this section, the Consultant is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount ($)	Percentage of Contract

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WB E and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Response / Interested in Bidding (Y/N)

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:
_____
_____
_____
_____
_____

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permittable, were established in a way that would encourage participation by S/M/WBEs and LSAs. _____
_____
_____
_____
_____

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.
_____

_____
_____
_____
_____

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

ATTACHMENT D-4
NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____ _____
Signature of Consultant’s Authorized Officer Date

_____
Name and Title of Consultant’s Authorized Officer

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Craftwater Engineering, 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.

EXHIBIT F

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Craftwater Engineering, Inc.)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT 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. CONSULTANT shall perform the Project as a public work. CONSULTANT 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. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.

3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. CONSULTANT 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. CONSULTANT 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 CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT 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. CONSULTANT 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, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT 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, CONSULTANT must immediately notify CITY.

8. CONSULTANT 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. CONSULTANT 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. CONSULTANT acknowledges that 8 hours labor constitutes a legal day's work. CONSULTANT shall comply with and be bound by Labor Code Section 1810.

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by CONSULTANT 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 CONSULTANT'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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, CONSULTANT 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 CONSULTANT, 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 CONSULTANT under this Section shall survive Agreement termination.

City of Oxnard
Request for Proposals
RFP #PW24-48

Consulting Services for Channel Island Harbor Water Quality Feasibility Study and Implementation Plan

Bid Close Date: 12/07/2023 at or before 2:00 p.m. PT

City of Oxnard
Purchasing
300 West Third Street
Oxnard, CA 93030

Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/
City Website: https://www.oxnard.org/

TABLE OF CONTENTS

A. SOLICITATION INTRODUCTION

1.0 Introduction
2.0 Project Description
3.0 Timeline of Events
4.0 Background
5.0 Goals and Objectives
6.0 Consultant Qualification
7.0 Scope of Work
8.0 Proposal Requirements
9.0 Communication Regarding RFP
10.0 Evaluation and Selection of Consultant

B. PROPOSAL GUIDELINES

Tab A – Proposal Checklist
Tab B – Acknowledgement
Tab C – Company Profile/ Experience
Tab D – Scope of Services
Tab E – References
Tab F – Cost/Budget Narrative
Tab G – Proposer Attachment

C. EXHIBITS

Exhibit 1 – Sample Professional Services Agreement
Exhibit 2 – Insurance Requirements
Exhibit 3 – City of Oxnard Terms & Conditions
Exhibit 4 – Conflict of Interest Form
Exhibit 5 – Fee Schedule Example

Attention Proposers: please complete Section Tabs A-G and upload as part of your bid response. Proposals must be submitted electronically at https://www.publicpurchase.com

All questions must go through the Public Purchase portal.

Proposer will be responsible to carefully examine the requirements contained herein.

1.0 INTRODUCTION

The City of Oxnard is located approximately 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, off US Highway 101. Oxnard is a vibrant and growing community of approximately 200,000 people, being the most populous city in Ventura County, having a land area of nearly 27 square miles and over 20 linear miles of coastline. Oxnard prides itself on its rich diversity, history, and culture. There are significant commercial, agricultural, and diverse residential land uses. Oxnard is a full-service city and operates under the Council-City Manager form of government. Ventura County is a growing community of approximately 800,000. The northern area of Channel Islands Harbor is managed by the City. The southern area, south of Channel Islands Blvd., is managed by the County, though still within the borders of the City of Oxnard.

2.0 PROJECT DESCRIPTION

The City of Oxnard is requesting proposals from experienced consulting firms to conduct a Feasibility Study ("Study") with viable mitigation measures to improve the water quality in the Channel Islands Harbor ("Harbor"). The Study will include as part of the Scope of Services development of an Implementation Plan with cost estimates for the viable strategies. These strategies will be prioritized and include potential funding sources.

To successfully deliver the Feasibility Study and Implementation Plan, it is important for the Consultant to work closely with the City of Oxnard, and the County of Ventura, and other stakeholders to successfully formulate a Feasibility Study and deliver an Implementation Plan that meets the goals for improving the water quality in the Harbor. Additionally, the Consultant will present the Feasibility Study and Draft Implementation Plan to both the City Council and the County Board of Supervisors for review and comments. The Feasibility Study and Final Implementation Plan must be approved by both the Oxnard City Council and the County of Ventura Board of Supervisors.

The Feasibility Study should include, but not be limited to, the following components:

- Background and history of the Harbor and Edison Canal, including the operation of the Mandalay Generating Station (MGS) with a once-through-cooling system for the Power Plant.
- Historical water quality data synopsis.
- Identification of the key data that is necessary to evaluate and measure the success of the Implementation Plan.
- Establishment of the desired Water Quality Goals for the Harbor. These Goals need to meet the Water Quality Objectives that are defined in the Los Angeles Regional Water Quality Control Board's "*Basin Plan for the Beneficial Uses in the Edison Canal, Mandalay Bay, and Channel Islands Harbor*" as well as Federal standards and U.S. Army Corps of Engineers, if applicable.
- A list of the potential mitigation strategies that were considered and any alternatives that

may have been considered to achieve the Water Quality Goals.

- This Feasibility Study must include a cost benefit analysis with measures for effectiveness toward achieving the established Goals. This analysis needs to include costs for both the short term and long-term maintenance requirements.

- Determine any CEQA/NEPA requirements to implement each prioritized strategy.

- During the development of the Feasibility Study, the Consultant should plan to conduct two public meetings to solicit community input and feedback. The first meeting should coincide with the establishment of the desired Water Quality Goals and Potential Mitigation Strategies. The second meeting should coincide with the Draft Feasibility Study and the Draft Implementation Plan to seek community input.

The Implementation Plan should include, but not be limited to, the following components:

- Evaluation and grouping of prioritized mitigation strategies to achieve the established Water Quality Goals.

- Identified funding sources that can be applied to each strategy or grouping of strategies.

- Potential phasing of the implementation strategies to match funding.

- Identify the methods for evaluating the effectiveness of each phase, including the data that is necessary to evaluate success.

- Development of Implementation Schedule for the selected group of strategies

- Development of the plans, specifications, and engineer's estimate of probable cost for the recommended strategies

- During the development of the Implementation Plan, the Consultant will conduct at least one public meeting to solicit community input, as identified above.

3.0 TIMELINE OF EVENTS

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

Proposed Timeline

DATE	ACTIVITY
November 7,2023	Release of Solicitation
November 20, 2023	Last day for Questions by Proposers Proposer inquiries must be submitted online: Public Purchase website.
December 7, 2023	Submission of the Proposal is to be uploaded to the Public Purchase website at or before 2:00 **p.m.** local time. https://www.publicpurchase.com
December 11-21, 2023	Review of Proposals
January 8-12, 2024	Proposer Presentations (if necessary)
January- February, 2024	Agreement Development/Negotiations
March, 2024	City Council approval (if necessary, e.g., over $200,000)
March 2024	Contracted work begins

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

4.0 BACKGROUND

The Edison Canal ("Canal") was constructed to supply water for cooling the Mandalay Generating Station ("Plant"), located at 251 N. Harbor Boulevard, Oxnard California. The Plant generated electricity for over 60 years and in the process, discharged an average 1.5 billion gallons of water per month from the canal into the Pacific Ocean. The canal is over 2 miles long and begins at the northern end of the Channel Islands Harbor ("CIH" or "Harbor"). The volume of water that was circulated from the Harbor, through the Canal, into the Plant for cooling, and back into the Ocean provided a low residence time of generally less than 5 days for the water in both the Harbor and Canal. The Plant closed in early 2018 and, as a result, all pumping from the Harbor and Canal stopped. According to the "*Channel Islands Harbor: Nutrient Sources and Sinks Study*" conducted by Aquatic Bioassay & Consulting Laboratories, Inc., this increased the residence time of the harbor water up to 53- 70 days at the upper end of the Edison Canal and 23- 30 days between Seabridge and Westport at the northern end of Mandalay Bay.

The area surrounding the Edison Canal consists of some urban development and about 2,400 acres of agricultural land with drains flowing into the Canal. The urban and agricultural run-off, which previously had little impact on the water quality given the volume of water that was pumped out through the Generating Station, in addition to the volume of water that is refreshed through the tidal flow.

An algal bloom occurred in the Harbor in June 2018. The bloom was followed by eutrophication, a widespread low dissolved oxygen level in the water related to bacterial decomposition of the algae. The bloom and subsequent low oxygen event was most likely a result of changes in the water circulation of the CIH that occurred after the cooling water pumps of the Plant were decommissioned on March 29, 2018.

Extensive water sample testing was conducted in 2021. The testing identified numerous threats to the harbor water quality. First, following rain and/or high levels of run-off from irrigation, the water contained elevated levels of the indicator bacteria enterococcus. Many tests recorded the Most Probable Number of bacteria colonies (MPN) in the thousands when the State safety standard is 104. Second, following rain, the toxicity was significantly elevated with 4 of the 9 sample locations resulting in "100% failed 7d survival rate" for mysidopsis bahia (shrimp testing). The exact cause is not known, although pyrethroid pesticide levels also exceeded water quality objectives in the Canal on several occasions. The impact on the food chain is also not known. The third threat is reflected in chronic Eutrophic conditions, or low levels of dissolved oxygen (DO). DO below 5 mg/L is considered harmful for many marine organisms. During the late spring and summer months, the DO has dropped below 5 at night, but usually recovers during the day. Abundant micro and macroalgae are often observed during these low-oxygen periods.

5.0 GOALS AND OBJECTIVES

The goals of this Feasibility Study and Implementation Plan are to identify the most cost-effective means of improving the Channel Island Harbor Water Quality, to meet the Los Angeles Regional Water Quality Control Board's water quality objectives for the ***Beneficial Uses*** as defined in their Basin Plan.

The following includes, but are not limited to, some preliminary specific project goals and objectives (these should be refined and finalized with key stakeholders and community input):

- Mitigation Strategy efficiency
- Cost effectiveness in achieving goals
- Optimum and proven technology usage
- Design considerations for best management practices
- Lowest possible maintenance efforts and costs
- Aligns with potential funding sources
- Water quality to meet federal Clean Water Act requirements to protect aquatic life

6.0 CONSULTANT QUALIFICATION

The City requests a comprehensive proposal with recommendations, actions, and procedures to accomplish the project objectives. The Consultant should be committed to providing high-quality work in a reasonable timeframe that meets all applicable industry standards.

Qualified Consultants should have expertise in design and documentation, particularly regarding Water Quality evaluation and mitigation strategies. The Consultant should provide references for a minimum of three (3) similar completed projects and indicate which team members worked on the similar projects, including the roles they served. Consulting services shall consist of all items of work necessary to complete the tasks outlined in the RFP and shall be performed by professionals. The Consultant should be committed to providing high-quality design and engineering work in a reasonable timeframe that meets all applicable industry standards and all federal, state, & local governmental agencies requirements.

7.0 SCOPE OF WORK

This work includes community outreach, various presentations at Council, Board, and public outreach meetings, water quality analysis, mitigation strategies, engineering analysis, cost benefit-analysis, cost estimating, alternative scoping and scheduling, prioritization of alternatives, evaluation of maintenance costs, and documentation. The City has engaged a stakeholder group known as the Marine Advisory Committee (MAC) to assist with the oversight and input of this project. This scope of work is intended to provide a broad framework. However, the Consultant shall add tasks and clarifications as needed based upon their experience and understanding of this project.

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team that includes representatives from various City of Oxnard (City) departments and the MAC. The Consultant shall facilitate regular progress meetings and provide monthly written updates on the Project status and budget.

2. Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three (3) business days of the meeting. The Consultant shall assume two (2) hours for the kick-off meeting

with staff members.

3. Progress Meetings. Consultant shall host monthly meetings with the City including the MAC. The Consultant is responsible for developing the meeting information and agenda prior to the meeting and provides meeting minutes within three (3) business days following the meeting. The Consultant shall assume two (2) hours for each meeting.

4. Project Schedule. Consultant shall develop a Project Schedule that details all tasks needed to meet deliverables described in this RFP. The Project Schedule shall be submitted with the Proposal. The Project Schedule shall be updated after each Progress Meeting, as part of the meeting minutes, showing progress of each task on a monthly basis.

5. Project Communication. Consultant shall develop a Communications Protocol to be followed by all team members. The Communications Protocol is to be submitted within one (1) week of starting the Project. This will include standard project communications as well as emergency communication protocols.

6. Project Coordination. Consultant shall coordinate all the services of sub-consultants, including site visits and inspections, and shall ensure coordination with the City operations, the project manager, and other necessary staff as outlined by the City.

7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall include the staff that is responsible for reviewing, design, and documentation, as well as the means for integrating review comments from the City.

8. Invoicing. The Consultant shall submit monthly invoices that include a breakdown of hours worked for each staff member working on the project and the contribution of each staff member to the project. The invoice should also indicate the level of completion for each task to ensure the consultant is within budget. All supporting documentation shall be in a format that is acceptable to the City. Invoices requiring an amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to **sdinvoices@oxnard.org**

A sample of progress payments will be given to the awarded consultant. This will be used for submitting and approving payment through the duration of projects.

9. Public Meetings. The Consultant shall facilitate 3 public meetings as described in this RFP. For each meeting the Consultant shall prepare and deliver a PowerPoint presentation and the exhibits needed to conduct the meetings. The meetings will be held at City Hall or another venue as needed. The costs of the venue shall be borne by the City directly. Additionally, comment cards, surveys, and other means of seeking community input shall be prepared and deployed by the Consultant for a broad range of public outreach.

10. City Council and Board of Supervisors Presentations. The Consultant shall attend one

City Council meeting and one Board of Supervisors meeting described in this RFP. For each meeting, the Consultant shall prepare and deliver a PowerPoint presentation and exhibits needed to conduct the meeting.

Task 1: DELIVERABLES

1. Kickoff Meeting
2. Progress Meetings
3. Public Meetings
4. Project Schedule
5. QC/QA of All deliverables

Task 2: Data Gathering, Site Visits, and Preliminary Investigations

The Consultant shall review and assess existing data and reports, relative to the Project and conduct all necessary site visits, investigations, and analysis required to identify and the project issues that includes:

- Existing and available records/ reports provided by the City/stakeholders and researched by the Consultant
- Input and information from key stakeholders

It is expected that the Consultant will utilize available mapping and develop their own exhibits as needed to complete the deliverables.

Task 3: Problem Definition Statement, Goals, and Objectives

The Consultant shall develop a Problem Definition Statement for the Project based upon the findings of the work completed in Task 2.

The Consultant will also identify and refine the Project Goals and Objectives that will be used to evaluate the range of alternatives for their effectiveness and priority. These Goals and Objectives shall be developed in concert with the Stakeholders, including MAC. The Goals and Objectives may be broad in scope, however, some form of performance metrics and/or criteria shall be established to gauge each alternative. The actual evaluation will be done in a subsequent task below.

Task 3: DELIVERABLES

1. Problem Definition Statement
2. Goals and Objectives, that includes performance metrics and/or criteria

Task 4: Identification of Mitigation Strategies

The Consultant shall develop a list of potential Mitigation Strategies that responds to the Problem Definition Statement, as well as the Goals and Objectives. An initial screening shall be done during this task to evaluate the viability and effectiveness of each alternative against the established performance metrics or criteria.

The following list is provided to initiate dialogue for the range of potential Mitigation Strategies. However, the Consultant is expected to provide other alternatives and modify, or clarify these as necessary. Nothing in this list of Mitigation Strategies shall be viewed as any preference toward any one or group of potential mitigation strategies, but rather to provide a starting point for the development of this task.

1. Address Water Circulation in the Harbor
    a. Pumping option from north end of the Edison Canal to the Pacific Ocean
    b. Pumping high residence time water to increase circulation

2. Options for Nutrient Source Control
    a. Filter nutrient and contaminant flow into the Edison Canal
    b. Mechanical filtration of all (or a portion) storm water flow into the Edison Canal
    c. Bio-swales along the dirt canals (Doris, West 5th Street, and Wooley Drains) that are located upstream of the Edison Canal
    d. Mechanical filtration of the Oxnard west drain
    e. Denitrifying bioreactors
    f. Capture agricultural runoff and re-use in the agriculture fields
3. Options for Mechanical Filtration (Stormwater 360 or similar) of urban stormwater
4. Options for the Decommissioned Edison Canal
    a. Develop engineered wetlands
    b. Fill canal and reroute drainage to historic ~ 50 acres of wetlands located northwest of Fifth St and Harbor Blvd. (currently managed by State Parks).
5. Other Potential Alternatives.

Task 4: DELIVERABLES

1. List of potential Mitigation Strategies
2. High level evaluation of each strategy against the Goals and Objectives and viability.
3. List of recommended Mitigation Strategies

Task 5: Mitigation Strategies Analysis Report

The Consultant shall refine the strategies from Task 4, including the following:

1. Scope definition
2. Identification of similar strategies that have been deployed elsewhere and the evidence to meet the Project Goals and Objectives
3. Permits required
4. Environmental documentation required for implementation
5. Estimate of costs including soft costs
6. Anticipated schedule for implementation
7. Identify the recommended Lead Agency
8. Identify potential funding sources and grant opportunities

Task 5: DELIVERABLES

1. Draft and Final Mitigation Strategies Analysis Report

Task 6: Development of an Implementation Plan

The Consultant shall work with the City and MAC to develop a comparative methodology to evaluate the Mitigation Strategies against each other to then establish a prioritized list for implementation. It is expected that the identified priorities may be a group of projects that rise to the best value for implementation, while also meeting the project objectives. This Task will culminate in the development of an Implementation Plan.

The Implementation Plan should include, but not be limited to, the following components:

1. Evaluation and grouping of prioritized mitigation strategies that could be implemented to achieve the established Water Quality Goals and Objectives.

2. Identified funding sources that can be applied to each strategy or grouping of strategies.

3. Potential phasing of strategies to match funding availability.

4. Identify the methods for evaluating the effectiveness of each phase, including the data that would need to be collected and evaluated to determine success.

5. Development of Implementation Schedule for the selected group of strategies

6. Development of the plans, specifications, and engineer's estimate of probable cost.

7. During the development of the Implementation Plan, the Consultant should conduct at least one public meeting to solicit community input on the strategies that are recommended for implementation. Additionally, the Consultant shall conduct at least one City Council and one Board of Supervisors presentation on the Draft Implementation Plan.

8. The Final Implementation Plan must be approved by both the Oxnard City Council and the County of Ventura Board of Supervisors.

Task 6: DELIVERABLES

1. Draft and Final Implementation Plan

8.0 PAYMENT REQUIREMENTS

Invoices shall be monthly and provide a breakdown of hours charged by person by task. The invoice shall be accompanied by a Progress Report including identification of the level of completion on each task. The Progress Report shall describe work accomplished in the current period and work anticipated in the next period.

9.0 PROPOSAL REQUIREMENTS

A sample Agreement for Professional Services (may be amended to include most recent grant requirements and grant provisions) is attached (RFP Exhibit 1). Review the indemnity and insurance requirements (Exhibit 2) for this project in the Agreement. The Consultant is expected to meet those requirements. The Consultant must comply with applicable federal, state, and local laws including prevailing wage rates and their payment in accordance with California Labor code, Section 1775. Prevailing wage does not apply to Professional/Consulting Services.

General

1. All interested and qualified consultants are invited to submit a proposal for consideration. Submission of a proposal indicates that you have read and understood the entire RFP, including all schedules and addendums (as applicable), and that all concerns regarding the RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the capabilities to satisfy the requirements of this RFP.

3. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

5. Responses are to be clear and complete. Be as specific as possible and include explanations where necessary.

Proposal Presentation

1. All proposals must be submitted electronically via PublicPurchase.com (see RFP Terms and Conditions for details) and formatted for 8 ½" x 11" sheets of paper, neatly typed, with standard (1 inch) margins, and single-spaced with headings, sections, and sub-sections identified appropriately. The font must be at least 11 pt. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.

2. The technical proposal must be divided into three (3) sections (and appendices) with references to parts of this RFP done on a section number and sub-section basis. The proposal shall be limited to 30 pages, not including resumes of key personnel.

Proposal Format

Proposing firms must provide this information in the following format:

Proposal Cover Page

The outline below is to be used as the cover page for the proposal. These items must be fully completed and signed by an authorized officer of the business entity.

- Name of Business/Company:
- Business/Company Address:
- Telephone Number(s):
- E-mail Address:
- Website Address:
- Federal Tax ID Number:
- Type of Business (Sole Proprietorship; Partnership; Corporation; or Other (Explain):
- Number of Years in Business:
- Name, title, telephone number, and address of the person(s) proposed as the Project Manager:
- Name, title, telephone number, and address of the person(s) authorized to sign contracts for the business entity:
- Certificate of Insurance showing a minimum of $1 M in Professional Liability (not included in page count).

Proposal Table of Contents

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents as outlined below:

Section 1: *Firm Qualifications and Experience*

This section should establish the firm's ability to perform the required work to the expectations of the City. The narrative should include the consulting firm's background, including main business focus, length of time in business, number of employees, the location that will primarily support the project. Any subcontractors utilized on this project must be identified in this section. Areas to focus on include:

- Introduction to the firm
- Strength and stability of the firm
- Overview of the firm's capabilities in project scope
- Describe three (3) projects similar to this scope of work that have been completed for public agencies, water/sanitary districts, federal government, or private companies. Include the name of the organization, and the address, name, email, and telephone number for the owner's point of contact. Note the relevance of each project to the

  Objectives of this project. Brief descriptions of additional projects that demonstrate the

firm's track record to perform the required services may be included in tabular format. Include identification of proposed staff that worked on similar projects and the role they served on said projects.
- Provide reasoning why the prospective firm would be the best choice for providing services as described in the RFP.

Section 2: *Staff Experience*

This section should introduce the key staff that the firm shall commit to the project. The section shall include:

- An Organizational Chart that shows the Project Manager, Task Leaders, sub-consultants, and other key team members. If the Project Manager is not an Officer of the firm, include a Project Director that is authorized to sign contracts for the firm.
- Biographical sketches of each staff member that the consultant expects to lead each task, reason(s) why the staff member was selected to lead the task, and a statement that the proposed staff members are available during the proposed schedule for the task. Include resumes in an appendix, which will not be included in the page count. Include the biographical sketches and resumes of any subcontractors that have key roles in the project.
- The current workload for the proposed team members as it relates to the ability to perform this work to the planned project schedule.
- Work Breakdown Structure (WBS) with a summary of hours by task and by labor class for the project team members. This should be provided in a table format. Do not include rates or total costs in the technical proposal.

Section 3: *Scope of Work Understanding and Schedule*

The firm should clearly state its understanding of the project objectives, scope of work, and anticipated deliverables. There are specific tasks to complete for this project with anticipated deliverables clearly outlined. The selected consultant must complete all tasks; proposals to complete only a portion of the tasks will be deemed nonresponsive and will not be evaluated. Do not simply repeat the scope of work provided. Instead, address the following areas in the proposal:

- Describe the key challenges associated with the project and the firm's approach to overcoming these challenges.
- Describe your firm's approach to the work and how it will benefit the City.
- Outline processes or steps that the consultant will take to ensure quality deliverables. The process shall include a monthly work status summary report where the project status and schedule adherence shall be reported, and challenges identified.
- The contract for this project shall incorporate the scope of work. The firm may wish to include options and enhancements to the scope of work for the City's consideration. Portions of the firm's proposal may be considered for inclusion into the contract Scope of Work at the City's discretion. The firm shall not be

permitted to levy any service or other charges against the City, other than those listed in Scope of Work, without being previously negotiated with the City.

As part of the firm's demonstration of Scope Understanding, prepare a proposed Critical Path schedule for the completion of each task and subtask. The schedule shall be prepared using MS Project, and include the following elements:

- Activities
- Milestones
- Early start and finish dates
- Late start and finish dates
- Activity duration
- Logic link relationships between tasks

The schedule may be submitted on an 11"x17" sheet of paper and will count as one (1) page.

Appendix A. Resumes of Key Staff

Include resumes of key staff, including key sub-consultants' staff. Limit each resume to two (2) pages. Resumes are not included in the overall page count. ***Fee Proposal- (submit separately from the technical proposal)***

Please Note: The Fee Proposal is to be kept separate from the technical proposal and submitted separately. The costs will be reviewed after the contents of the proposals are reviewed and rankings are determined.

Cost proposal for all items listed in this RFP shall include all labor, transportation, administrative, overhead, incidentals, etc. and all other items as listed in the scope of work. Please submit cost by task, number of hours, and classification of the team member performing task and subtask, and direct costs. Show a total time and materials, not-to-exceed fee to deliver the scope of work. If your proposal includes enhancements above the scope of work, please show the cost of these enhancements below the fees.

Conflict of Interest

The Consultant shall disclose any financial, business, or other relationships with City or other stakeholders that may have an impact on the outcome of this contract. The Consultant shall list current clients who may have a financial interest in the outcome of this contract.

Prevailing Wage

The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the field work to be done, including but not limited to mapping and surveying, geotechnical investigation, potholing and traffic control services. These rates shall be the minimum wage rates for this task of the project. These rates are on file with the City of Oxnard and copies will be made available to any interested party upon request.

State Bill (SB) 854

SB 854 bill signed into law on June 20, 2014, established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The Department of Industrial Relations (DIR) requires all contractors and subcontractors who bid or perform work on a public works project (as defined under the Labor Code) be subject to a registration and annual renewal fee. Contractors must apply online and meet minimum qualifications to be registered as eligible to bid and work on public works projects. The requirement to list only registered contractors and subcontractors on bids became effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015. This project shall comply with the requirement of SB 854.

Coverage is not limited only to work performed at the construction site by the traditional construction trades but extends broadly to workers employed "in the execution of" the public works contract.

Survey and Geotechnical Services will only need to register if the scope of services provided would require the payment of prevailing wage and be considered to be covered under the California Labor Code. Even though survey and geotechnical services typically are viewed as consultants and generally do not necessarily fit the term "contractor," compliance with section SB 854 will be required by the Department of Industrial Relations ("DIR"). Essentially, if the services provided by a survey or geotechnical services firm would be considered to be covered under the applicable California Labor Code sections, then they should register. It should be noted that only the firm needs to register and not individual licensed design professional(s).

10.0 COMMUNICATIONS REGARDING RFP

Communications Regarding RFP

All questions, clarifications, and inquiries shall be submitted in writing on the City of Oxnard, Public Purchase website, https://www.oxnard.org/rfps-and-rfqs/ by the date identified in the timeline of the RFP.

Confidentiality

Prior to the award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. Any language purported to render confidential in all or portions of the proposals will not affect and will be disregarded.

Amendments to Request for Proposals (Addendum)

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

11.0 EVALUATION AND SELECTION OF CONSULTANT

Selection will be conducted according to the City's adopted procedures for the evaluation and selection of a Consultant. The City may request a qualification interview with the shortlisted Consultant(s) prior to determining the final ranking. The award of the contract will be based on a combination of the factors listed below. The City reserves the right to reject any proposal without any reasons.

The firm rated as most qualified to provide the requested services, and agrees to execute the City's Agreement for Professional Services (may be amended to include most recent grant requirements and federal provisions), including the indemnification clause (Section 23 of Exhibit1) and Insurance Requirements (Exhibit 2) will be invited to negotiate a final contract. If an Agreement is not reached; negotiations will be terminated and commenced with the next firm ranked as most qualified.

All responses become the property of the City. The proposals are confidential until the award of a contract to the selected Consultant. The City will not be responsible for materials obtained by other parties. In order to meet federal guidelines required to utilize federal funding, the City intends to select a firm to provide the professional services requested by this RFP based on the federal guidelines described below. Proposers must demonstrate experience performing the type of professional services requested for this project. Proposers shall address each of the tasks and qualifications with their specific experience details. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is one hundred (100) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For the mandatory requirement, this score will result in disqualification of the proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, and has a low probability of success in achieving project objectives per RFP.
2	Fair	Reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by Evaluation Committee members.

4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specifications.

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	30
3	Organization & Approach	30
4	Scope of Services to be Provided	15
5	Schedule of Work	20
6	Conflict of Interest Statement	Pass/Fail
7	References	5

1. Completeness of response (Pass/Fail)

Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the evaluation criteria, and will receive no further consideration.

2. Capability, Qualifications & Experience of the firm along with its sub consultants (25 points)

Relevant experience, specific qualifications, and technical expertise of the firm and sub-consulting firms to conduct consulting, architectural, and/or engineering services on both federal-aided and non-federal-aid projects. The consultant experience of working with other Public Works agencies is an example of a type of experience the City is looking for.

3. Organization & Approach (20 points)

A. Describes familiarity of the project and demonstrates an understanding of work
B. Roles and Organization of Proposed Team
   - Proposes adequate and appropriate disciplines of the project team.
   - Some/all of the team members previously worked together on a similar project(s).
   - The overall organization of the team is relevant to the City's needs.
C. Project and Management Approach
   - The team is managed by an individual with appropriate experience in similar projects, and this person's time is appropriately committed.
   - The project team and management approach respond to project issues.
   - Team structure provides the adequate capability to perform both volume and quality of needed work within project schedule milestones.
D. Roles of Key Individuals on the Team
   - Proposed team members, as demonstrated by enclosed résumés, have relevant experience for their role in the project.
   - Key positions required to execute the project team's responsibilities are appropriately staffed. Demonstrate availability of key staff needed to meet the overall project schedule.
E. Working Relationship with the City
   - Team and its leaders have experience working in the public sector and knowledge of the public sector procurement process.
   - Team leadership understands the nature of public sector work and its decision- making process.
   - The proposal responds to the need to assist the City during the project.

4. Scope of Services to be provided (20 points)

F. Detailed Scope of Services to be provided
   - The proposed scope of services is appropriate for all phases of the work.
   - Scope addresses all known project needs and appears achievable in the

timeframes outlined in the project schedule.

G. Project Deliverables
   - Deliverables are appropriate to schedule and scope

H. Cost Control and Budgeting Methodology
   - The proposer has a system or process for managing cost and budget.
   - Evidence of successful budget management for a similar project.

5. Schedule of Work (20 points)

- The schedule shows completion of the work within or preferably prior to the City's overall time limits as specified in Solicitation Section 3.
- The schedule serves as a project timeline, stating all major milestones and required submittals for project management and federal-aid compliance.
- The schedule addresses all knowable phases of the project.

6. Conflict of Interest Statement (Pass/Fail)

- Discloses any financial, business, or other relationship to the City that may have an impact upon the outcome of the contract.
- Lists current clients who may have a financial interest in the outcome of this contract.

7. References (10 points)

Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (5) year

Tab A – Proposal Checklist

Instructions:

a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.

b) Follow the instructions in each section of this solicitation.

c) Present all requested items in the index tabs ordered A through G as shown.

d) Label each item presented and include additional items on your table of contents.

e) All proposals must include a detailed description of each proposed service to be provided.

f) Proposers that do not follow the bid instructions found in the separate document titled "**Terms and Conditions"** may be found to be "non-responsive" and disqualified from the bid process.

Name of Company:

Service to provide:

Main Point of Contact:

E-mail: **Phone:**

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

- ☐ Tab A: Proposal Checklist *(this page)*
- ☐ Tab B: Acknowledgements
- ☐ Tab C: Company Profile/ Experience
- ☐ Tab D: Scope of Services
- ☐ Tab E: References
- ☐ Tab F: Cost/Budget Narrative
- ☐ Tab G: Proposer Attachment

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, of

Printed Name of Agent/Officer **Name of Organization**

Hereby certify that by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Date:

Title of Agent/Officer:

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

Tab B - Acknowledgement

1. **Clarifications, Exceptions, or Deviations**

   All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

   The following contractual terms are **non-negotiable:**

   a. Termination
   b. Indemnification
   c. Insurance
   d. Conflict of Interest
   e. Governing Law
   f. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

PROPOSER'S RESPONSE:

2. **Evidence of Insurability/Business Licenses**

   All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

3. **Transition (If applicable)**
   Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:
   a. Continue delivering services until notified otherwise; and
   b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
   c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new company/firm/contractor, upon termination or expiration of this agreement for any reason; and
   d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab C - Company Profile/Experience

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

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

PROPOSER'S RESPONSE:

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

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

a. ***PROPOSER'S RESPONSE:***

b. ***PROPOSER'S RESPONSE:***

c. ***PROPOSER'S RESPONSE:***

d. ***PROPOSER'S RESPONSE:***

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

PROPOSER'S RESPONSE:

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE:

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

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

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

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

   a. ***PROPOSER'S RESPONSE:***

   b. ***PROPOSER'S RESPONSE:***

   c. ***PROPOSER'S RESPONSE:***

   d. ***PROPOSER'S RESPONSE:***

   e. ***PROPOSER'S RESPONSE:***

   Proposer can add as many sections to this response box as it needs to state all employees providing services.

6. **Certification of Non-Debarment** (If this solicitation will be receiving grant funding, this section would be applicable, if not, please remove)

   The City of Oxnard will be receiving Federal or State Grant funds.

   The potential proposer must go to the following website:

   (https://www.sam.gov/portal/public/SAM) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the City immediately if debarred at any time during the contract period.

Vendors must certify that it or any of its subcontractors do not appear on State and Federal exclusionary lists, including but not limited to:

i. General Services Administration (GSA) Excluded Parties Lists System (EPLS)
ii. In the event the vendor is excluded, ineligible, or terminated from participation in State and/or Federal programs, the solicitation process shall be subject to immediate termination and a contract will not be awarded.

PROPOSER'S RESPONSE:

PROPOSER'S RESPONSE:

CERTIFICATIONS

As an authorized representative of my Firm/Company/Sole Proprietorship, I hereby attest that my Firm/Company/Sole Proprietorship is not excluded, ineligible, or terminated from participation in State or Federal programs and does not appear on any of the following lists:

a. General Services Administration (GSA) Excluded Parties Lists System (EPLS)

I further attest that if selected, my Firm/Company/Sole Proprietorship will conduct regulatory sanction and exclusion screenings of subcontracted entities prior to engagement with said entities and monthly thereafter.

I understand that if my Firm/Company/Sole Proprietorship becomes excluded, ineligible, or terminated from participation in State and Federal programs, any contracts held with the City will be subject to immediate termination for cause.

Signature: Date:

Title of Agent/Officer:

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

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Proposer. This solicitation is available for electronic download at www.publicpurchase.com.

Proposers must address all points in this section. All responses are in italicized font in the box.

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

PROPOSER'S RESPONSE:

Tab E - References

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

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER'S RESPONSE:

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

PROPOSER'S RESPONSE:

Tab F - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers may also include any other documents as information to further explain the proposed costs.

Proposals must be submitted electronically via PublicPurchase.com.

The Cost Proposal is required to be submitted separately from the technical proposal.

Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Proposer's Response box as the example shows below:

Below is an example:

Tab C - Company Profile

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

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

PROPOSER'S RESPONSE: Located in "Attachment 1"

2. Proof of non-profit status, if applicable

PROPOSER'S RESPONSE: Located in "Attachment 2"

Tab G - Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding Attachment Number into the Proposer's response box with the words "See Tab G." List all attachments with an index tab.
List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1		
Attachment 2		
Attachment 3		
Attachment 4		
Attachment 5		
Attachment 6		
Attachment 7		
Attachment 8		

Proposal for
RFP #PW24-48
Channel Island Harbor Water Quality Feasibility Study & Implementation Plan



Proposed by:

craftwater™ engineering, inc.

In Partnership With:

rincon GHD VILLA CIVIL

Name of Business/Company
Cratwater Engineering, Inc.

Business/Company Address
11026 Caminito Vista Pacifica, SD, CA 92131

Telephone Number 805-729-0943

E-mail Address connect@cratwaterinc.com

Website Address www.craftwaterinc.com

Federal Tax ID Number 83-4491771

Type of Business Corporation

Number of Years in Business 4.5

Proposed Project Manager
Brianna Datti, Lead Engineer – Water Quality Science and Regulations, 603.988.6997, 401 W A St, Ste 200, Office 87, San Diego, CA 92101

Officer Authorized to Sign Contracts
Brad Wardynski, Sr. Project Manager and COO, 213-393-2392, 401 W A St, Ste 200, Office 87, San Diego, CA 92101

I certify that I am authorized to sign contracts for Craftwater Engineering: Brad Wardynski

Certificate of Insurance See next page

Client#: 250438 CRAFENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sahleem Julien
Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-670-5327 FAX (A/C, No): E-MAIL ADDRESS: ACECCertificates@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, Ltd.	11000
INSURER B : Property & Casualty Ins Co of Hartford	34690
INSURER C : Lexington Insurance Company	19437
INSURER D : Hartford Accident and Indemnity Company	22357
INSURER E :	
INSURER F :	

INSURED
Craftwater Engineering, Inc.
10711 Oakbend Drive
San Diego, CA 92131

COVERAGES **CERTIFICATE NUMBER: 23-24** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			20SBWBA9331	05/14/2023	05/14/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			20UEGEK9055	05/14/2023	05/14/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			20SBWBA9331	05/14/2023	05/14/2024	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		20WEGAS1L5T	05/14/2023	05/14/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability			031565741	05/14/2023	05/14/2024	Per Claim $2,000,000 Aggregate$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

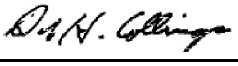
CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

TABLE OF CONTENTS

1. FIRM QUALIFICATIONS & EXPERIENCE 3

1.1 Firm Introduction 3
1.2 Strength & Stability 6
1.3 Capabilities & Differentiators 6
Fresh, Clear-Eyed Perspective 6
Creative Yet Pragmatic Planners 7
Holistic Local Understanding 8
Award-Winning Designers of Grant-Competitive Projects 8
1.4 relevant Project EXAMPLES 9

2. STAFF EXPERIENCE 14

2.1 Organizational chart 14
2.2 Key staff biographical sketches 15
2.3 work breakdown structure 22

3. SCOPE OF WORK UNDERSTANDING AND SCHEDULE 23

3.1 Understanding 23
3.2 Approach 23
3.3 Proposed Schedule 30

APPENDIX A – RESUMES OF KEY STAFF

APPENDIX B – PROPOSAL CHECKLIST

Attachment 1 – Company Organizational Chart
Attachment 2 - General Services Administration Excluded Parties Lists System Certification
Attachment 3 – Recent Contract List



1. FIRM QUALIFICATIONS & EXPERIENCE

Below we introduce the Craftwater Team and our differentiating background and experience.

1.1 FIRM INTRODUCTION

Craftwater is a California-certified Disabled Veteran Owned Business Enterprise (DVBE) and Micro Business (MB) founded in 2019 and headquartered in San Diego. We were founded on the principles of engineering expertise, regulatory acumen, and state-of-science practices to deliver agile, full-breadth service to the stormwater market in California. Our rapidly growing team of associates are skilled at adapting to the continuously evolving regulatory environment, yet grounded enough to deliver high-quality and readily-constructible designs. ***As trusted strategic advisers and designers, our mission is to always act genuinely to advance the best interests of our clients, the environment, and the state of science by designing real solutions for total water cycle management.***

Craftwater provides a robust, well-rounded team of consultants offering a wide array of specialized water-related services. While many firms are known for their qualifications in just one or two areas of expertise, Craftwater's business model was intentionally designed to provide our municipal clients with trusted consultation across the ***full spectrum of stormwater program management.*** In practice, this means we apply watershed planning principles to our technical work; we leverage the latest watershed science and regulatory fluency to maximize the value of our infrastructure designs; and we insist that the real-world monitoring outcomes and engineering challenges we encounter in the field are accounted for in our watershed modeling analyses. This unique, full-circle approach allows our team to shape meaningful regulatory policy, while reducing costs and maximizing impacts of each dollar spent. Our full integration across all areas of stormwater management helps avoid the pitfalls of changing teams between phases of each project, and demonstrates our team's ***expertise and sound knowledge to deliver actionable, resilient solutions.***

Our team brings a diverse perspective to the City from our recent experience providing stormwater management services across a broad range of rural to urban watersheds from the Mexican border to the Bay Area, nationally, and internationally. We are also finely attuned to the nuances of the City's water quality regulations because ***we just completed the draft Ventura Countywide Watershed Management Programs in collaboration with the City.***

FULL-SPECTRUM STORMWATER PROGRAM STEWARDSHIP

WATER QUALITY SCIENCE, REGULATIONS, & MONITORING:

Apply the latest watershed science to build meaningful compliance strategies founded in local, measurable metrics



WATERSHED MODELING & PLANNING:

Develop actionable, implementation-oriented programs customized to the local environment



STORMWATER CAPTURE FEASIBILITY & DESIGN:

Design multi-benefit infrastructure expertly engineered to meet environmental and community needs

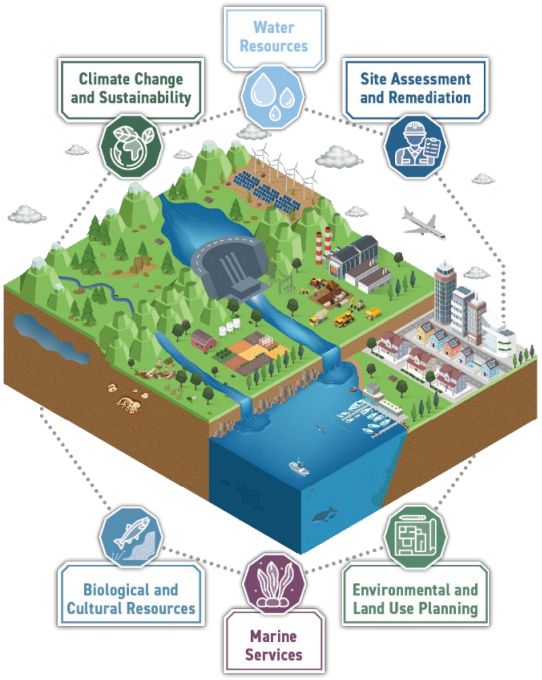


Craftwater is proud to team with ***locally and nationally respected experts Rincon, GHD, and Villa Civil.*** Given the interdisciplinary scope, we deliberately selected each member of this team to fill a specialized role and best serve the City—each partner's experience, qualifications, and technical resources is complementary and focused on the specific tasks of the request for proposals (RFP).

Rincon Consultants, Inc. (Rincon) is a multi-disciplinary environmental sciences and planning firm providing quality professional services to government and industry clients. Rincon staff are proud of the considerable depth of environmental scientists and engineers, certified urban planners, sustainability experts, accredited LEED professionals, noise and air quality experts, geologists, biologists, and cultural and historical resource specialists who comprise our staff and are ready to serve. Their approach to every project is centered upon problem-solving, innovative solutions, and responding to clients' specific needs in a cost-effective manner. Headquartered in the City of Ventura with over 120 local professionals, and with over 450 staff throughout California across 13 offices, Rincon provides the necessary local and technical resources to deliver this project.

Rincon provides a variety of water resource management tools grounded in scientifically sound approaches for Integrated Water Resource Planning, Monitoring, and Compliance; Coastal and Marine Resource Management; Sustainable Groundwater Management; Hydrogeological and Water Quality Investigations; Climate Action, Adaptation, and Resilience Planning and Implementation; Regulatory and Environmental Compliance; and Strategic Program Management and Communications. Rincon staff have an in-depth understanding of southern California hydrologic, water quality, and biological resources, regulatory processes (specifically in Ventura County), and close working relationships with state and federal agency regulatory staff, which allows them to provide quality consulting services while minimizing expenses and delays.

Rincon's talented marine scientists, physical scientists, wildlife and fisheries biologists, botanists, ecologists, and project managers have successfully executed dozens of related projects in Ventura County and the region over the past 29 years, including: Ventura River, Tributaries, and Estuary Algae, Eutrophic Conditions, and Nutrients TMDL Monitoring and Reporting; Upper Ventura River Groundwater Sustainability Plan Development and Groundwater Dependent Ecosystems Special Studies; Santa Clara River and Malibu Creek Bacteria TMDL Monitoring and Reporting; Santa Paula Creek Pollutant Source Identification Study; Santa Clara River Estuary NPDES Fish, Water Quality and Biological Monitoring; Mugu Lagoon Hydrologic and Hydraulic Monitoring; Ocean Current Profiling for Ventura WaterPure Outfall Dilution; Ventura Harbor Dredge Placement Planning, Permitting, and Monitoring.



From water quality and supply to coastal planning and remediation projects, every one of our projects is interconnected to the rest of the watershed. By connecting the dots of how our services contribute to maintaining and improving watershed health, we serve our clients as the need for integrated planning and implementation becomes ever more important to protect the environment, streamline compliance requirements, communicate with interested parties, and optimize client budgets.

We specifically selected Rincon for this team because of their extensive experience in dynamic southern California coastal harbors, estuarine, and lagoon habitats. Craftwater has partnered with Rincon for several years to pursue similar work, and trust that they will augment our team with a strong professional consulting team and local resources that can adapt to changing conditions and provide scientifically defensible results and work products.

GHD is one of the world's leading engineering and environmental consulting companies. Established in 1928, GHD employs more than 11,000 people across five continents and serves clients in the global markets of environment, water, energy and resources, property and buildings and transportation. Wholly owned by its people, GHD has more than 430+ local staff in California and have provided water services to cities, special districts and municipalities throughout California for over 70 years. As an employee-owned company, GHD is committed to sustainable development and improving the physical, natural, and social environments of the many communities in which we operate. They are guided by our workplace health, safety, quality and environmental management systems.



GHD was trusted by the Army Corps of Engineers to Model and Monitor an Oxygen Injection Mitigation Strategy for the Savannah Harbor Expansion

GHD is at the forefront of the water industry, delivering sustainable water solutions across the globe. They assist stormwater, water, wastewater utilities, by providing services to optimize infrastructure and adapt to environmental changes in ways that balance the needs of our communities. As evidenced throughout this response, GHD is uniquely qualified to support the surface water modeling scope elements. This experience comes directly from the personnel proposed for this project, bringing to the City a wealth of project delivery knowledge, technical expertise and lessons learned.

Craftwater specifically chose GHD for this team because of their nationally recognized surface water modeling experience and our great working relationship. Both Craftwater and Rincon have worked closely with GHD in recent years to deliver water resource monitoring and feasibility study projects.

Villa Civil is a woman-owned civil engineering firm with a proven track record in identifying funding opportunities, delivering grant writing services, and providing ongoing grant administration support for municipalities throughout Southern California. Villa Civil staff have successfully secured over $116M in grant applications and low-interest loans for our clients through federal, state, and regional programs. With a combined 35+ years of experience with various grant solicitation formats and granting agencies, our staff is prepared to assist at any stage of the grant writing and administration process.

Villa Civil's project team is comprised of three key members experienced in grant writing, grant administration, and development of funding strategies. Ms. Christy Villa will serve as Project Manager, perform grant strategy oversight, quality assurance, and quality control, and oversee all grant identification and support tasks. With a total of 7 staff members, Villa Civil is committed to delivering cost-effective, high-quality service.

Headquartered in Encinitas, California, their certified California Micro Small Business (SB) and Women Business Enterprise (WBE) firm is eager to support the City of Oxnard (City). Given the circumstances of the world, they understand the importance of proactively identifying new and innovative avenues to help fund communities' projects. Villa Civil can provide a tailored approach that fits the City's funding goals, objectives, and strategies. Their belief in strong communication and honesty gives our team an advantage in identifying and pursuing funding opportunities that result in the highest likelihood of an award.

Craftwater specifically invited Villa Civil to join the team because of their overwhelming success securing grants and funding for municipal clients. In the past two years, Craftwater and Villa Civil have partnered on eight projects together.

1.2 STRENGTH & STABILITY

While Craftwater has been in business for just under five years, we have already established a formidable reputation in the water resources industry. Since inception, we have been ***awarded 218 projects by 74 local and state clients*** and have earned trusted positions on ***42 municipal on-call or as-needed contracts***. We've supported some of the smallest municipalities in Southern California as well as the largest (including the Counties of Ventura, Los Angeles, San Diego, and San Mateo, and the Cities of Los Angeles, San Diego, and New York).

Our headquarters in San Diego would be the primary office supporting this project, with support from our Pasadena, Great Lakes, and Mid-Atlantic offices. Craftwater currently employs twenty associates and is rapidly growing by attracting the best talent and boasting employee retention that exceeds industry averages. Our strength, stability, and resources are bolstered by our trusted teaming partners: ***together with Rincon, GHD, and Villa Civil, our team has collectively been in business for over 100 years and offer 900 California-based staff to support the City***.

1.3 CAPABILITIES & DIFFERENTIATORS

Craftwater Engineering was formed with one primary thought in mind: help our clients fundamentally transform watersheds through science-based planning/analysis, ambitious regulatory change, and bold (yet pragmatic) engineering design. Systemic water quality improvement in urban watersheds has been an elusive environmental objective of the Clean Water Act for decades. Barriers to progress have historically included a lack of dedicated funding, inapt interpretations of regulations, unimaginative planning, and uninspired stakeholder engagement. In many ways, the system is broken. Our team experienced these frustrations and was inspired to build a company that is agile enough bring continuous innovation to the market but influential enough to help shape key industry trends.

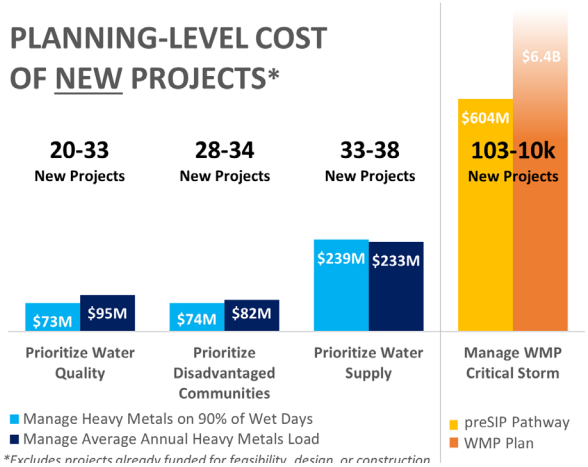
We strongly believe that the following elements differentiate our team as the best choice to support the scope of the RFP:

Fresh, Clear-Eyed Perspective



Craftwater is not afraid to question the standards, and this curiosity is a hallmark of our water quality planning. Although Total Maximum Daily Loads (TMDLs) set concrete discharge limits, we have found that there are often numerous ways to interpret the rules and translate them from paper to practice. It is also important to ***acknowledge that some TMDLs cannot be met 100% of the time*** due to external sources outside of agency control, extreme weather events, and other environmental anomalies. This is why all of our planning efforts start with a fresh look at the existing conditions and objectives to gain new perspectives on the problem; through this process, we often redefine "compliance" as a *spectrum* of objectives, each with ***varying risk to the agency and environment, but all within the bounds of the regulations***.

For example, we recently completed a study to develop an alternative stormwater compliance plan for the Upper Los Angeles River Watershed. The previous plan had prescribed $6.4B of new infrastructure to achieve a singular definition of compliance. To gain a more accurate understanding of the problem, Craftwater collected new data and painstakingly recalibrated the watershed model to demonstrate that water quality was not as bad as previously interpreted. We then developed three alternative pathways to achieve water quality targets with different risk levels – all of which were ***$5B (85%) cheaper*** than the previous recommendations.



Craftwater re-envisioned the Upper LA River group's understanding of water quality to deliver a spectrum of compliance multi-benefit solutions that reduced the number of recommended projects by thousands, and implementation costs by billions

Guiding regulators and other interested parties transparently through this process is a key step to gain buy-in and trust, and we are not afraid to open our books and show our work to scrutinizing eyes. For example, when Craftwater revised the Rio Hondo/San Gabriel River Water Quality Group's Watershed Management Program, we directly engaged with the Los Angeles Regional Water Quality Control Board Staff to articulate our methods and the fallacies of previous planning approaches. We also facilitated workshops with skeptical and litigious non-government organizations (NGOs), where ***we distilled the complex science into to guide clear, logical conversations. The re-envisioned plan was estimated to cost 90% less*** to implement than the previous plan, and included more actionable, technology-based recommendations. Our approach was also lauded by the Regional Board as "reasonable" and the "perfect definition of adaptive management."

> ***Really, thank you for engaging us. This has been a tremendous effort on the Permittees' part.***
> *-Natural Resources Defense Council*
>
> ***We look forward to working with the group collaboratively as they move forward with a revised program that will ensure the health of the Rio Hondo and San Gabriel Rivers***
> *-LA Waterkeeper*

Creative Yet Pragmatic Planners



Most planning efforts are conducted linearly: define the problem, evaluate alternatives, pick the best strategy, calculate how much of that strategy is needed to meet the objective. Under that old paradigm, unguided computer models often drive agencies towards solutions that are unaffordable (or that may not even be physically possible). Craftwater understands that successful water quality planning must start with *both* a fresh interpretation of water quality objectives *and* also a practical understanding of engineering and operational realities. In parallel with defining objectives, we define the maximum extent of physical opportunities within the watershed to understand the limits of implementation and how potential programs and projects would interact when implemented together. This approach ***ensures that sound engineering judgment and local institutional knowledge drive pragmatic plan recommendations***… in essence, leveraging real intelligence instead of artificial intelligence.



Craftwater's pragmatic approach led the City to a more affordable and implementation-oriented Watershed Management Program

Most recently and locally, Craftwater proved this approach when supporting the City and other agencies of the Ventura Countywide Stormwater Quality Management Program with development of Watershed Management Programs. Instead of following the recipe of other Los Angeles Region programs, our approach was to first engage the agencies to understand what existing non-structural programs could be enhanced to achieve cost-effective pollutant reductions. In parallel, our engineers screened the watershed to build-out an understanding of potential capital projects to ground the compliance analysis with physical reality. This pragmatism resulted in a far more achievable plan that ***leverages existing activities first and suggests specific, feasible projects if needed. Specifically, the Program did not prescribe a single capital project to the City.***

Building sound plans on the foundation of pragmatic knowledge still requires reliable analytics and computer models to simulate the costs and benefits of alternatives. This is why our team includes some of the most trusted watershed and surface water modelers in the nation; ***our partners at GHD have proven receiving water modeling expertise from coast-to-coast***. While we have the capabilities, we never propose complex modeling for the sake of conducting an academic exercise—our philosophy is to right-size the analytics to the purpose and goal of each study.

Holistic Local Understanding



While proposing to bring a fresh, creative, and pragmatic perspective to the Channel Island Harbor water quality data and objectives, the Craftwater Team is certainly not starting from scratch. As mentioned above, we recently led the development of the Countywide Watershed Management Programs to guide the City's urban stormwater strategy. Through this process, we gathered comprehensive monitoring data from the City and other partner agencies (including historical Channel Islands Harbor monitoring data), calibrated a watershed model to represent pollutant sources and transport to receiving waters, and characterized the impact of the City's current stormwater control measures (both structural and non-structural). ***These data and tools can be readily leveraged to support a feasibility study for Harbor water quality improvement. Our partners at Rincon also boast impressive local environmental and biological knowledge as on-call consultants to the City and through TMDL monitoring and reporting throughout Ventura County.*** We will build from this base of knowledge to support the City.

Award-Winning Designers of Grant-Competitive Projects



Evaluating the feasibility of alternative technologies requires a firm grasp of engineering design principles. Craftwater's team of respected engineers have designed more multi-benefit stormwater capture infrastructure than any other firm in California – including ***over 100 projects in Southern California alone.*** Our capacity to deliver feasible, cost-effective projects is continuously strengthened by our full-spectrum proficiency navigating the regulatory landscape and high-end analytical tools and models.

Craftwater has a proven track record of delivering high-certainty designs, but is also ***known for pushing the bleeding edge of stormwater innovation***. Our engineers have pioneered several novel accomplishments in recent years, including design of the region's first cloud-based, intelligently predictive stormwater capture facility; first stormwater harvesting unit for onsite spray irrigation, first City-operated, real-time controlled diversion dam in the LA County Flood Control District system, and the largest stormwater diversion into the LA County Sanitation District sewer system for reclamation.

We also know that feasibility must consider affordability. We know how to plan and design solutions that are competive for external funding because Craftwater and our partners at Villa Civil have ***successfully secured over $400M of grants and low-interest loans for our municipal clients***.



The Craftwater team's designs are nationally acclaimed in leading industry/academic literature and locally recognized for our professionalism and high-quality work

1.4 RELEVANT PROJECT EXAMPLES

The Craftwater Team has accumulated a vast portfolio of successful projects relevant to this RFP. Below we highlight three projects with similar scope, and then summarize 45 relevant projects (note that these are just a subset of our collective experience).

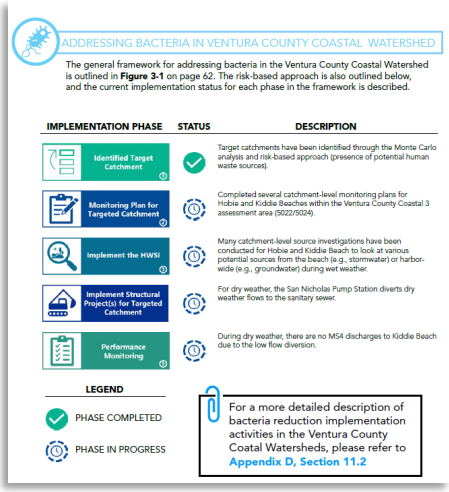
Example Project: Ventura Watershed Management Programs

Client: **Ventura Countywide Stormwater Quality Management Program**

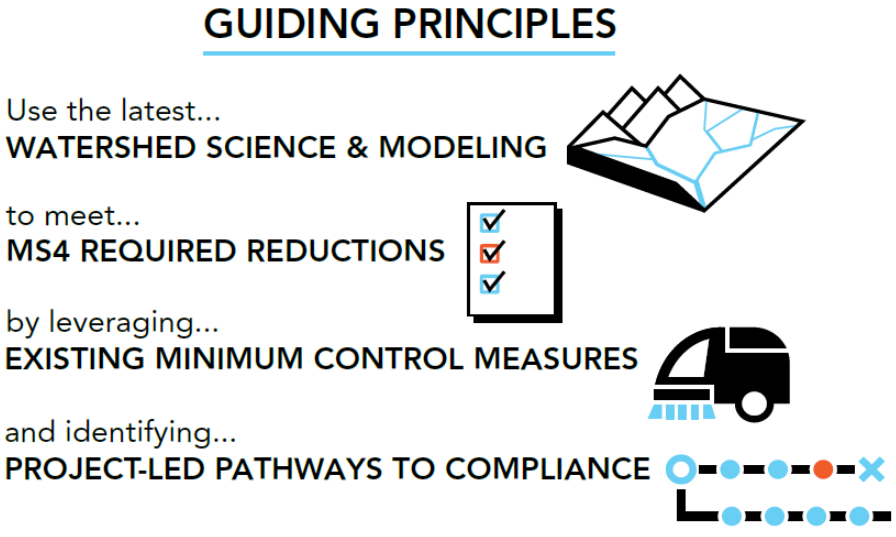
Reference: **Arne Anselm, County of Ventura, 336 Sanjon Rd, Ventura, CA 93001, (805) 654-3942, arne.anselm@ventura.org**

Relevant Scope:

- ☒ **Water Quality Science & Problem Definition**
- ☒ **Water Quality Planning & Mitigation**
- ☒ **Environmental Modeling & Analysis**
- ☒ **Engagement & Outreach**
- ☒ **Cost Estimation & Funding Strategy**



Craftwater led the development of Watershed Management Programs (WMPs) for all Ventura County MS4 Permittees, covering five watersheds. At the foundation of the WMPs development is the Reasonable Assurance Analysis (RAA), which uses quantitative analysis and modeling to identify pollutant load reductions necessary for MS4s to meet established water quality objectives, and evaluates the ability of various potential control measures to obtain those targets. Craftwater focused on an RAA that was right-sized to the local conditions, and delineated actionable and affordable control measures. This included the development and calibration of a new watershed model (LSPC) for the five watersheds in Ventura County and modeling non-structural and structural control measures to evaluate expected reduction benefits. The tailored RAA approach developed is focused around four core elements to base the analysis on (1) latest and local watershed science, (2) assigning watershed and MS4-specific required pollutant reductions, (3) leveraging and optimizing minimum control measures, and (4) providing feasible project-led pathways to compliance. In addition, Craftwater is integrating dynamic tracking, allowing for flexibility and transparency as Permittees proceed with implementation of the Program.



Example Project: Bacteria Load Reduction Strategy Adaptation

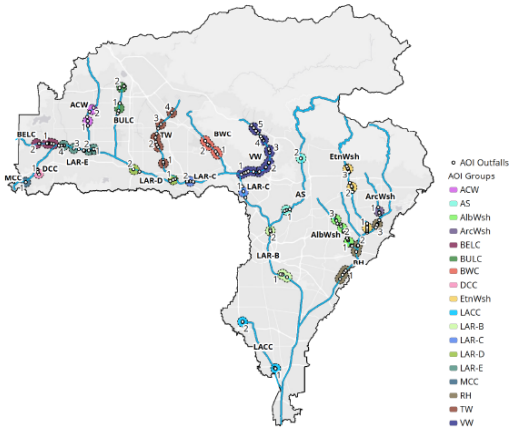
Client: **San Gabriel Valley COG/Upper LA River Watershed Management Group**

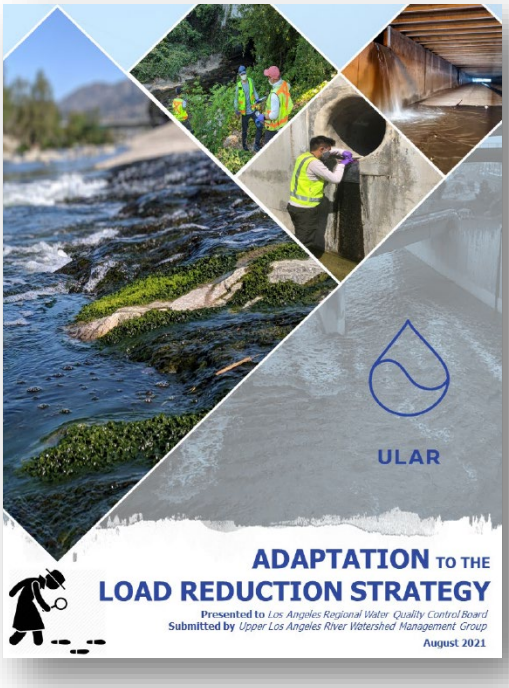
Reference: **Dawn Petschauer, ULAR WMG Lead, 100 Garfield Ave n306, Pasadena, CA 91101, (213) 485-3961, d.petschauer@cityofpasadena.net**

Relevant Scope:

☒ **Water Quality Science & Problem Definition**
☒ **Water Quality Planning & Mitigation**
☒ **Environmental Modeling & Analysis**
☒ **Engagement & Outreach**
☒ **Cost Estimation & Funding Strategy**

Craftwater led development and submittal of the accepted SCWP scientific study for the *Load Reduction Strategy (LRS) Adaptation to Address the LA River Bacteria TMDL for the Upper Los Angeles River Watershed Management Group*. Craftwater produced a clear, technical application and presentation of the full study that was *widely supported by the RH and ULAR WASCs, and secured approximately $1.2M to the ULAR WMG*. The LRS adaptation update is timely as bacteria impairments remain one of the most challenging water quality issues to address in Southern California, resulting in beach closures along the coast and unsafe conditions for recreators in our waterbodies. Given recent advancements in the development of human markers and other diagnostic tools to conduct source identification monitoring, Craftwater led the adaptation of the ULAR WMGs LRS to expand on previous efforts with on-the-ground understanding of potential bacteria sources and the relation to public health risk. This adapted approach leverages an innovative risk-based prioritization approach, advancements in source investigation tools, and the need to move expeditiously through adversity in implementation efforts to maximize limited resources, reduce public health risks, and give greater surety at achieving compliance and long-term water quality goals. Our team developed an innovative, data-driven method to identify efficient and effective implementation actions watershed-wide. After the first year of this three-year study, the LRS Adaptation Plan was submitted to the Regional Board, who have commended the approach in ongoing meetings and are currently formally reviewing. The Group is moving forward with targeted source tracking and implementation efforts in areas of investigation (AOIs) identified.





Example Project: Sea Level Rise (SLR) Vulnerability Assessment and Comprehensive Local Coastal Program Update

Client: **City of Oxnard**

Reference: **Isidro Figueroa, Principal Planner, 214 South C Street, Oxnard, California 93030, 760-328-2266, isidro.figueroa@oxnard.org**

Relevant Scope:

☒ **Water Quality Science & Problem Definition**
☒ **Water Quality Planning & Mitigation**
☒ **Environmental Modeling & Analysis**
☒ **Engagement & Outreach**
☒ **Cost Estimation & Funding Strategy**



Rincon prepared a Local Coastal Plan (LCP) Comprehensive Update for the City of Oxnard, including a Land Use Plan (LUP), which set forth the policies for development of the coastal zone, coastal access and recreation, and protection of sensitive coastal resources, and an Implementation Plan (IP), which establishes standards and procedures to implement the LUP policies. This project brings the LCP into conformance with CCC policy directives, and addresses climate change and SLR adaptation strategies.

Rincon also prepared a vulnerability and adaptation assessment for the City of Oxnard to inform new policies and implementation measures related to SLR, among other factors. Additional studies and programs incorporated into the project included restoration and habitat management plans for land in and around the Santa Clara River and Ormond Beach wetlands, the certified Public Works Plan for the portion of the Channel Islands Harbor owned and managed by the Ventura County Harbor Department, and other applicable planning documents. Rincon supported outreach for the LCP Update through participating in stakeholder meetings and collaborating with governmental agencies, technical advisories, non-governmental organizations, and members of the public in and around Oxnard. Coordination with the CCC has been consistent to ensure consistency with Coastal Act requirements as well as SLR and adaptation strategies.

The table below lists 45 relevant projects led by our team with scope similar to the RFP.

Project	Client	Water Quality Science & Problem Definition	Water Quality Planning, & Mitigation	Environmental Modeling & Analysis	Outreach & Engagement	Cost Estimation & Funding Strategy
Ventura County Examples						
5 Countywide Watershed Management Programs	12 Ventura County Permittees	♦	♦	♦	♦	♦
Ventura Regional Stormwater Projects	Ventura County Public Works Agency		♦	♦	♦	
Sea Level Rise Vulnerability Assessment & Comprehensive Local Program Update	City of Oxnard	♦	♦	♦	♦	♦
On-Call Permit Processing	City of Oxnard				♦	
Ventura River, Tributaries, and Estuary Algae, Eutrophic Conditions, and Nutrients TMDL Monitoring and Reporting	County of Ventura Public Works	♦	♦		♦	
Upper Ventura River Groundwater Sustainability Plan Development and Groundwater Dependent Ecosystems Special Studies	Upper Ventura River Groundwater Agency	♦	♦	♦	♦	♦
Santa Clara R. & Malibu Creek Bacteria TMDL Monitoring & Reporting	County of Ventura Watershed Protection	♦	♦		♦	
Santa Paula Creek Pollutant Source Identification Study	CalTrout	♦	♦		♦	
Santa Clara R. Estuary NPDES Fish, Water Quality & Biol. Monitoring	City of Ventura	♦	♦			
Mugu Lagoon Hydrologic and Hydraulic Monitoring	Naval Base Ventura County Point Mugu	♦	♦	♦		
Ocean Current Profiling for Ventura WaterPure Outfall Dilution	City of Ventura	♦	♦			
Ventura Harbor Maintenance Dredging	Ventura Port District/City of Ventura	♦				
Other Relevant Examples						
6 Watershed Management Programs	34 LA County MS4 Permittees	♦	♦	♦	♦	♦
EPA Financial Capability Assessment	City of Monrovia	♦	♦	♦	♦	♦
Upper LA River PreSIP Scientific Study	Upper LA River Watershed Mgmt Group	♦	♦	♦	♦	♦
Bacteria Load Reduction Strategy Scientific Study	Upper LA River Watershed Mgmt Group	♦	♦	♦	♦	♦
Trinidad Stormwater Green Infrastructure Project	City of Trinidad	♦	♦	♦	♦	♦
Oxygen Monitoring and Modeling for the Savannah Harbor Expansion	USACE Savannah District, Savannah, GA	♦	♦	♦	♦	
Nonstructural Minimum Control Measure Scientific Study	San Gabriel Valley Council of Governments	♦	♦	♦	♦	
Revised WMP (reWMP) Compliance Certainty Analysis	Rio Hondo/San Gabriel R. Water Quality Group	♦	♦	♦	♦	
Lower LA River & Lower San Gabriel River Pathfinding Scientific Study	Gateway Water Mgmt Authority	♦	♦	♦	♦	

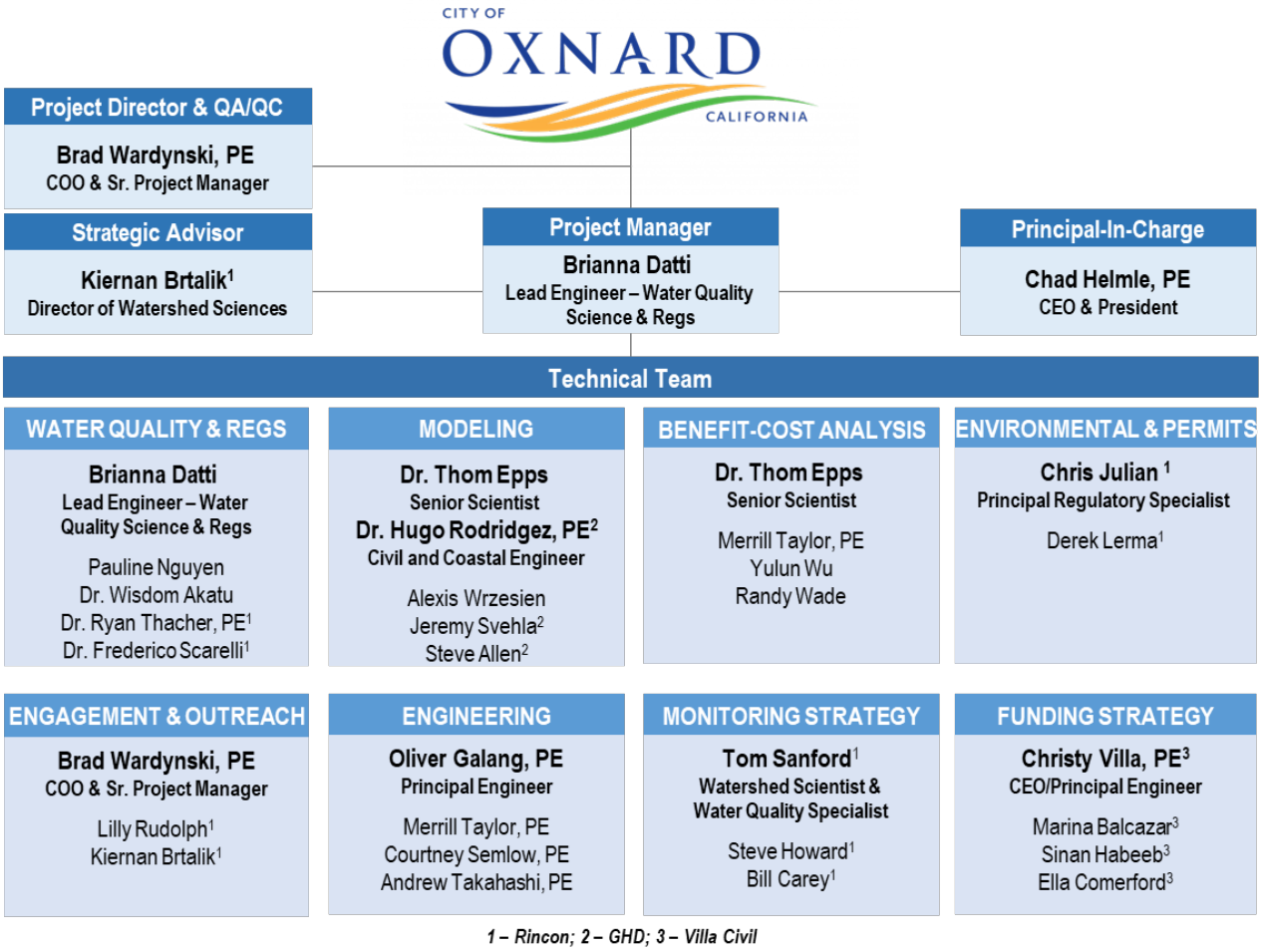
Project	Client	Water Quality Science & Problem Definition	Water Quality Planning, & Mitigation	Environmental Modeling & Analysis	Outreach & Engagement	Cost Estimation & Funding Strategy
Coastal Modeling, Planning, Permitting & Design Services for Miami-Dade County Shorelines	Miami-Dade County, FL	♦	♦	♦		♦
Countywide Regional Stormwater Capture Project Planning	San Mateo City/County Assoc. of Governments	♦	♦	♦	♦	
Eel River Estuary Restoration Program	County of Humboldt, CA, USA	♦	♦		♦	♦
Comprehensive Large-scale Wetland Restoration, Crescent City, CA	Border Coast Regional Airport Authority	♦	♦		♦	♦
Stormwater Master Plan	City of Pasadena	♦	♦	♦		♦
TMDL Compliance and RAA	Caltrans	♦	♦	♦		
Expert TMDL & Regulatory Support	City of Los Angeles	♦	♦			
Green Street Project Feasibility Study	County of Los Angeles	♦				
Safe, Clean Water Program Metrics & Monitoring Study	LA County Flood Control District	♦				
Safe, Clean Water Credit Trading Program (Phase 1&2)	LA County Flood Control District	♦				♦
Multi-Stakeholder Study to Balance Safe, Clean Water Benefits	Accelerate Resilience L.A.	♦				
Clean California Local Grant Program	City of El Monte					♦
Citywide Urban Runoff Mgmt Plan	City of Huntington Beach	♦	♦			
Stormwater Funding Strategy, Communications, and Credit Program	City of San Diego		♦		♦	♦
Bacteria TMDL Support	City of San Diego	♦	♦	♦		
Grant Writing Support	Gateway Water Mgmt Authority					♦
Tijuana River Litigation Expert Witness	Multiple Plaintiffs	♦				
Water Quality Modeling Support	New York City Dept. of Environmental Protection	♦	♦	♦		
MS4 Permit Negotiation Support	San Gabriel Valley Council of Governments	♦			♦	
Goleta Slough Mouth Management Project	City of Santa Barbara	♦	♦			♦
Santa Barbara Desalination Reactivation Project	IDE Americas			♦	♦	
Malibu Civic Center Water Quality Monitoring	City of Malibu	♦	♦			
As-Needed Grant Writing and Grant Administration Support	City of Huntington Beach					♦
As-Needed Grant Writing and Grant Administration Support	Long Beach Water Department					♦

2. STAFF EXPERIENCE

To augment our team with a deep bench of familiar resources, we deliberately forged strong, sincere partnerships with well-respected experts—most of whom are currently serving the City—and integrated them directly into our organization chart below. This collaborative, seamless approach has been tested and proven to breed ***innovative work products,*** consistently ***high-quality and personalized service,*** and ***readiness to mobilize*** from day one.

2.1 ORGANIZATIONAL CHART

Below we provide an organizational chart identifying technical leads and key support staff. Resumes for all key staff are provided in Appendix A.



1 – Rincon; 2 – GHD; 3 – Villa Civil

2.2 KEY STAFF BIOGRAPHICAL SKETCHES

Below we highlight key task leads and their unique experience and qualifications – please also see Appendix A for full resumes.

Brianna Datti, MS – Lead Engineer – Water Quality Science and Regulations



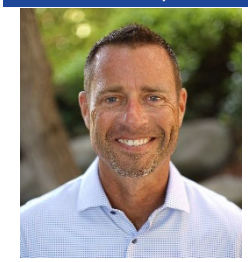
Brianna Datti is Craftwater's lead engineer of regulatory and water quality science. ***Ms. Datti was specifically selected to manage this project and lead the water quality-related tasks because of her local knowledge and expertise having recently led the development of the Ventura Countywide Watershed Management Programs.*** She is also leading two of the first and largest scientific studies supported through LA County's Safe Clean Water Program, supported recent revisions to seven of the Los Angeles County Watershed Management Programs, submitted four adaptive management and permit-required reporting, and managed strategic planning as well as the stormwater funding strategy and communications in San Diego. Throughout this experience, Brianna has utilized watershed and water quality modeling and analyses as critical tools and an in-depth understanding of strategies to reach compliance with TMDLs, MS4 permit requirements, and other regulatory conditions. Before joining Craftwater, Brianna served as technical lead on watershed modeling projects related to the development and adaptation of TMDLs, multiple watershed master plans, compliance analyses and source studies, and associated strategic monitoring work plans. Ms. Datti is available during the proposed schedule to fulfill her proposed role.

Availability	70%		**Proposed Role**	Project Manager and Water Quality Lead
Years Experience	7	**Education**	M.S., Civil & Environ. Engineering, Cornell University, 2017 B.S., Environmental Engineering, University of Connecticut, 2015	
Credentials	Member, CASQA (Legislation and Policy/Permitting Subcommittees)			

Relevant Experience

- **Ventura Countywide Watershed Management Programs,** *Ventura Countywide Water Quality Management Program.* Deputy Project Manager
- **Annual Reporting and Adaptive Management,** *Upper LA River & Dominguez Channel Watershed Mgmt Groups***.** Project Manager
- **Water Quality Modeling Support.** *New York City Department of Environmental Protection.* Project Manager
- **Watershed Implementation/Restoration Plan and Compliance Credit Tracker for Rainbow Creek.** *County of San Diego.* Project Manager.
- **Famosa Slough Watershed Master Plan**. *City of San Diego.* Deputy Project Manager.
- **6 Enhanced Watershed Management Program (EWMP) Updates.** *Various Permittees.* Project Manager
- **Proposed and Tentative MS4 Permit and State Water Board Order Review,** *San Gabriel Valley Council of Governments and ULAR Watershed Management Group*. Project Manager
- **Upper LA River Load Reduction Strategy Adaptation, Safe, Clean Water Program Scientific Study.** *San Gabriel Valley Council of Governments and ULAR Watershed Management Group*. Project Manager

Chad Helmle, PE – President and CEO



As President of Craftwater, Mr. Helmle offers national experience with a focus on the Southern California water resources service area. ***He was chosen to act as principle-in-charge because he has overseen hundreds of large and small water resources projects and has served as program manager or principal-in-charge of several of the largest municipal on-call stormwater-focused contracts in the country.*** His experience encompasses more than 24 years of relevant experience evaluating and addressing a broad spectrum of water issues, ranging from strategic planning to design and implementation. Examples of his project leadership include hundreds of square miles of watershed master planning efforts, over 100 regional-scale green infrastructure retrofit design or pre-design projects, and ground-breaking watershed and BMP modeling analyses. He is especially passionate about finding innovative solutions to the challenging prospect of retrofitting existing urban landscapes and infrastructure to meet the compliance, water resiliency, and runoff management needs of municipal agencies. Mr. Helmle is available during the proposed schedule to fulfill their proposed role.

Availability	30%		**Proposed Role**	Principle-in-Charge
Years Experience	24	**Education**	M.S., Civil Engr, Environ. Fluid Mech./Hydrology, Cornell Univ., 2005 B.S., Engr and Environmental Science, Cornell University, 1997	
Credentials	Civil Engineer, CA, 2006			

Relevant Experience

- **Ventura Countywide WMPs.** *Ventura Countywide Stormwater Quality Management Program.* Responsible Principal.
- **As-Needed Watershed Engineering, Los Angeles County Department of Public Works.** *Los Angeles County Department of Public Works.* Principal-in-Charge.
- **As-Needed Stormwater Engineering and Consulting Services.** *City of San Diego.* Program Manager.
- **9 Original Watershed Management Program (WMPs), 6 WMP Updates.** *Various Permittees.* Responsible Principal.

Brad Wardynski – Sr. Project Manager and COO



As Chief Operations Officer and Senior Project Manager at Craftwater, Brad Wardynski provides over a decade of experience in the fields of urban hydrology and water quality planning. ***Mr. Wardynski was selected to lead strategic oversight and quality assurance/control because, since joining Craftwater, he has led or supported over 25 multi-benefit stormwater master plans, covering over 2.5M acres of watershed area and over 130 agencies.*** Mr Wardynski has worked with influential industry experts on a variety of projects spanning the full scope of stormwater program management, including regulatory support and reporting, watershed planning, modeling, feasibility and design, monitoring, outreach, and technical guidance. He is currently working with over 50 agencies in Southern California to build achievable, implementation-oriented compliance pathways, including for the Upper LA River Watershed Management Group (the largest in Southern California). Mr. Wardynski is available during the proposed schedule to fulfill their proposed role.

Availability	50%		**Proposed Role**	Strategic Advisor and QA/QC
Years Experience	12	**Education**	M.S., Bio. & Ag. Engineering, NC State University, 2012 B.S., Biosystems Engineering, Michigan State University, 2010	
Credentials	Professional Registered Civil Engineer, CA, 2015			

Relevant Experience

- **Countywide Regional Stormwater Project Screening and Concepts.** *Ventura Countywide Stormwater Quality Management Program.* Project Manager.
- **Ventura Countywide WMPs.** *Ventura Countywide Stormwater Quality Management Program.* Project Manager.
- **Stormwater Master Plans.** *Cities of Alhambra and Pasadena.* Senior Project Manager.
- **Safe, Clean Water Program Credit Trading Program and Metrics/Monitoring Study.** *Los Angeles County Department of Public Works and Flood Control District.* Project manager.
- **Advancing Regional Stormwater Capture in San Mateo County.** *C/CAG and County of San Mateo.* Sr. Project Manager.
- **Adaptive Watershed Management Screening, preSIP Scientific Study, and WMP Revisions.** *Upper Los Angeles River Watershed Management Groups*. Project Manager

Oliver Galang, PE – Principal Engineer



Oliver Galang's experience encompasses over 28 years of planning, design, construction and program management of multi-million-dollar municipal capital improvement projects, specifically in water resources and stormwater infrastructure throughout Los Angeles County. Highlights of Oliver's career also include service as the Head of the Los Angeles River Watershed Section of the Los Angeles County Department of Public Works' Watershed Management Division. His responsibilities included staff management and direction for the planning of multi-use, multi-benefit projects, with an estimated construction value of more than $60 million, along the Los Angeles River. He served as the Head of the Data Management Section of the Watershed Management Division, and was responsible for an annual budget of more than $10 million in urban runoff and stormwater quality monitoring programs, including Los Angeles County Flood Control District (LACFCD's) National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Monitoring Program. He was also responsible for managing the operations of the LACFCD flood control and water conservation system, which consisted of 14 reservoirs, 500 miles of conveyance channels, and 27 groundwater recharge facilities. ***Mr. Galang was specifically selected for this role because of his extensive experience with water resources management and design.*** Mr. Galang is available during the proposed schedule to fulfill their proposed role.

Availability	30%		**Proposed Role**	Design Lead
Years Experience	28	**Education**	BS, Civil Engineering, California State University, Fullerton, 1993; Engineering Management Graduate Studies, California State Polytechnic University, Pomona, 2005	
Credentials	Civil Engineer, CA, 1997			

Relevant and Past Experience

- **Echo Park Lake Rehabilitation Project,** *City of Los Angeles, Bureau of Engineering,* Project Manager.
- **Lake Hodges Reservoir Water Quality Assessment Study,** *City of San Diego,* Project Manager.
- **Arroyo Seco – San Rafael Wetlands and Restoration Stormwater Capture Project,** *City of Pasadena.* Principal Engineer.
- **Bellflower Water Capture Project at Caruthers Park, Phase I and II,** *City of Bellflower.* Project Manager.
- **Carson Water Capture at Carriage Crest Park,** *Sanitation Districts of Los Angeles County and City of Carson, CA.* Project Manager. **Lakewood Stormwater Capture Project at Bolivar Park,** *Lakewood, CA.* Project Manager.

Thom Epps, PhD – Senior Scientist



Dr. Thom Epps is a water resources engineer who specializes in innovative stormwater modeling, high-resolution geospatial assessment, and green infrastructure prioritization in urban settings. ***He was specifically chosen to lead cost-benefit analysis and modeling because of his recent success analyzing thousands of alternative water quality solutions throughout the Counties of Ventura, Los Angeles, and San Diego.*** His work employs state-of-the-science approaches, coupling proven hydrologic models with high-resolution geospatial assessment to improve model results and provide greater assessment potential to explore a full suite of options to meet client needs. He is skilled in LSPC, SUSTAIN, SWMM and other hydrologic models and he uses coding in Python and R to create custom analytical tools and enhance hydrologic information from available municipal datasets. Dr. Epps is available during the proposed schedule to fulfill his proposed role.

Availability	60%		**Proposed Role**	Cost-Benefit Lead, Modeling Co-Lead
Years Experience	7	**Education**	Ph.D., Civil & Enviro. Engr. (Water Resources), 2018 M.S., Biosystems Engr, 2012 B.S., Ind. & Systems Engineering, 2004	
Credentials	Member, ASCE EWRI Urban Water Resources Research Council			

Relevant and Past Experience

- **preSIP Scientific Study,** *San Gabriel Valley Council of Governments*, Technical Framework & Modeling Lead.
- **Watsonville Green Infrastructure Master Plan.** *City of Watsonville.* Modeling & Assessment Lead.
- **Stormwater Master Plans,** *Cities of Alhambra and Pasadena*, Technical Modeling & Planning Lead.
- **Ventura County Regional Stormwater Treatment Project Identification**, *Ventura County Watershed Protection District*, Technical Modeling Lead.
- **Strategic Project Pilot Study for Compton Creek Watershed**, *Los Angeles County Department of Public Works*, Technical Vision & Modeling Lead.
- **Green Street Implementation Plan,** *Dominguez Channel Watershed Management Area*. Technical Vision & Modeling Lead.

Kiernan Brtalik, CPSWQ, QSD/P - Director, Watershed Sciences



With over 13 years' experience, Kiernan oversees the implementation of various monitoring and assessment studies, permitting and compliance projects, and consultation for an array of watershed-scale programs. This includes the implementation of surface and groundwater monitoring programs driven by the Sustainable Groundwater Management Act (SGMA) and basin-specific Groundwater Sustainability Plans (GSPs), TMDLs, 303(d) listing status evaluations, and Best Management Practice (BMP) water treatment efficacy studies. Kiernan also supports numerous water quality NPDES permit compliance programs including Waste Discharge and Water Recycling Requirements for discharges for wastewater treatment facilities and dewatering activities, Municipal Separate Storm Sewer System discharges (Phase I, Phase II, and Caltrans MS4 permits), and stormwater discharge from construction sites and industrial facilities (Statewide IGP and CGP). He has participated in regional studies such as the Southern California Stormwater Monitoring Coalition (SMC) Regional Watershed Monitoring Program and Southern California Bight Regional Monitoring Program. Furthermore, he supports clients in developing environmental planning documents to meet CEQA and other regulatory agency requirements. ***Mr. Brtalik was specifically chosen to act as strategic advisor and to support engagement and outreach because of his comprehesive expertise and local experience.*** He is available during the proposed schedule to fulfill their proposed role.

Availability	35%		**Proposed Role**	Strategic Advisor & Engagement/Outreach Support
Years Experience	13	**Education**	MESM, Water Resources and Conservation Planning, University of CA, Santa Barbara. Bren School of Environmental Science & Mgmt, 2012 BA, Philosophy & Business Management, Stony Brook Univ, 2007	
Credentials	Qualified SWPPP Practitioner/Developer (QSP/D) #26402 Certified Professional of Storm Water Quality (CPSWQ) #1110 OSHA 40 Hour HAZWOPER #91237			

Relevant Experience

- **Ventura River Algae TMDL Compliance Monitoring and Reporting.** Ventura County Public Works Agency
- **Pollutant Source Identification Study for the Harvey Diversion Fish Passage Remediation Project.** California Trout, Inc.
- **Los Peñasquitos Lagoon Sediment TMDL Compliance Monitoring and Special Study.** City of San Diego

Christopher Julian - Principal Regulatory Specialist



Chris has 20 years of experience as an environmental consultant, including 12 years as an interdisciplinary project manager. ***He was specifically chosen to lead environmental feasibility and permit-related tasks because of his technical emphasis on environmental analyses under NEPA and CEQA,*** all aspects of California and federal stream and wetlands permitting (including agency coordination and negotiations, jurisdictional determination, wetlands functional assessment, and 404(b)(1) analysis), and endangered species permitting. He effectively assists clients in developing strategic regulatory compliance solutions, and has managed and prepared highly complex CEQA, NEPA, and ESA documents. Chris also has an extensive stream ecology background, encompassing lake and stream bioassessments, surveys for aquatic wildlife species, and mapping of aquatic habitats. He is a trained wetlands delineator and a Fully Trained California Rapid Assessment Method (CRAM) practitioner and has provided training on environmental permitting to various organizations throughout California. Mr. Julian is available during the proposed schedule to fulfill their proposed role.

Availability	20%		**Proposed Role**	Environmental and Permits Lead
Years Experience	20	**Education**	BS, Aquatic Biology, University of California, Santa Barbara, 2001	
Credentials	California Rapid Assessment Method Trained: Riverine and Estuarine Wetlands California Rapid Assessment Method (CRAM) Fully Trained Practitioner, 2012 Elkhorn Slough Foundation Blunt-Nosed Leopard Lizard Workshop, 2009 Elkhorn Slough Foundation California Red-Legged Frog Survey Training, 2013 Los Angeles County SEATAC Biologist			

Relevant Experience

- **Ventura River Algae Inventory Study.** Ojai Valley Sanitary District
- **Goleta Slough Mouth Management Biological Assessment**. City of Santa Barbara
- **Flood Control Maintenance Program Environmental Impact Report.** Ventura County Watershed Protection District

Thomas Sanford, QSD/P, QISP, CPESC - Watershed Scientist and Water Quality Specialist



Thomas is a highly experienced Watershed Scientist who has a wide-ranging expertise in surface water and groundwater resource management. He is skilled in the collection, analysis, and interpretation of water quality data and is well versed in the design and implementation of monitoring programs that assess long-term trends, effectiveness of best management practices (BMPs), and pollutant source impacts to groundwater, surface water, and aquatic resources. In addition to his technical expertise, Thomas has a thorough understanding of various water quality permitting programs including Waste Discharge Requirements, Municipal Separate Storm Sewer System (MS4) permits (Phase I and Phase II), and construction and industrial general permits (CGP and IGP). ***Thomas was specifically chosen to lead monitoring strategy development because his technical expertise in surface water and groundwater resource management, combined with his knowledge of various water quality permitting programs, allows him to provide technical evaluation of water quality conditions, conceptualize impediments and solutions, and offer effective regulatory support.*** He can help clients navigate the complex regulatory landscape and ensure compliance with permit conditions, while also developing effective management strategies to protect and improve water quality. Mr. Sanford is available during the proposed schedule to fulfill their proposed role.

Availability	40%		**Proposed Role**	Monitoring Strategy Lead
Years Experience	10+	**Education**	MS, Forestry Sciences, California Polytechnic State University, San Luis Obispo, 2016 BS, Forestry and Natural Resource Management, California Polytechnic State University, San Luis Obispo, 2009	
Professional Credentials	Qualified SWPPP Practitioner/ Developer (QSP/D) #27416 Qualified Industrial SWPPP Practitioner (QISP) #1192 Certified Professional in Erosion and Sediment Control (CPESC) #9476			

Relevant Experience

- **Coordinated Integrated Monitoring Program (CIMP) for the North Santa Monica Bay Coastal Watersheds.** City of Malibu.
- **Harbor Generating Station Stormwater Compliance Assessment.** Los Angeles Department of Water and Power.
- **Annual Benthic Macroinvertebrate Bioassessments.** Morro Bay National Estuary Program

Hugo Rodriguez, PhD, PE – Civil and Coastal Engineer



Dr. Rodriguez is a civil engineer with more than 30 years of experience specializing in environmental engineering and water resources engineering, including coastal engineering, hydraulics, hydrology, sedimentation, and water quality. ***Dr. Rodriguez was selected to co-lead the modeling tasks because he is specialized in the developing and/or using of numerical models to study wave transformation, hydrodynamics (circulation, storm surge, flooding), and the associated coastal processes such as sediment transport, morphological changes, and pollutant migration***. He has strong experience in the use of leading modeling platforms including MIKE, Environmental Fluid Dynamics Code (EFDC), Water Quality Analysis Simulation Program (WASP), EPD-RIV1, VPLUMES, Cormix, Bouss2D, Delft3D, Flow3D, CE-QUAL-W2 and HEC-RAS. Mr. Rodriguez is available during the proposed schedule to fulfill their proposed role.

Availability	35%		**Proposed Role**	Modeling Co-Lead
Years Experience	20+	**Education**	Ph.D. Coastal and Civil Engineering, University of Florida, 2000	

			M.S. Coastal & Oceanographic Engineering, University of Florida, 1997 Civil Engineer (Hydraulic & Sanitary Engr.), Univ. of Uruguay, 1986 Civil Engineer (Structural Engineering), University of Uruguay, 1984
Credentials	Professional Engineer (Civil) California, #C70917 Qualified SWPPP Developer (QSD), #C20104		

Relevant Experience

- **Delaware River Modeling.** *Delware River Basin Commission.* Project Manager.
- **Mississippi River Vikings Cruitse Port Modeling.** *Viking Cruises.* Modeling Lead.
- **Savannah Harbor Expansion Modeling.** *USACE*. Lead Modeler
- **San Jacinto River Wast Pits.** *USEPA.* Lead Modeler.

Christy Villa, PE - CEO/Principal Engineer



Ms. Christy Villa, PE, brings over 21 years of experience in public works with an emphasis on active transportation planning and design, green street infrastructure, and writing, managing, and administrating Federal, State, and Local grants for public agencies. ***Ms. Christy Villa was selected to be the Grant and Funding Lead due to her extensive experience with various grant programs and their requirements***. Ms. Villa has developed multiple grant funding strategies for California agencies. Ms. Villa is available during the proposed schedule to fulfill their proposed role.

Availability	80%		**Proposed Role**	Grant and Funding Lead
Years Experience	21+	**Education**	B.S. Structural Engineering, University of California, San Diego, 2003	
Professional Credentials	Professional Engineer (Civil) California, #C70917 Qualified SWPPP Developer (QSD), #C20104			

Relevant Experience

- **Santa Fe Drive Bike and Corridor Improvements.** *City of Encinitas.* Ms. Villa currently provides project management services for this $1.2M project.
- **On-Call Grant Writing and Grant Administration.** *Long Beach Utilities.* Principal Engineer providing grant administration services for various Long Beach Utilities (LBU) programs funded through State and Federal grants.
- **El Portal Pedestrian & Bike Underpass.** *City of Encinitas*. Ms. Villa identified and secured funding for a $5.4 million-dollar active transportation project by combining several project aspects to strengthen the grant application through the Caltrans Active Transportation Program.

2.3 WORK BREAKDOWN STRUCTURE

The work breakdown structure below demonstrates our team's understanding of the scope of work and required effort.

TASK	CRAFTWATER ENGINEERING INC								RINCON														GHD						VILLA CIVIL				
	President	Principal Engineer	Sr. Project Manager	Project Manager	Senior Engineer	Associate Engineer	Junior Engineer	Contract Administrator	Principal	Director	Senior Supervisor II	Supervisor I	Senior Professional II	Senior Professional I	Professional IV	Professional III	Professional II	Professional I	GIS/CADD Specialist II	Project Accountant	Billing Specialist	Production Specialist	Project Director	Modeling Lead	QA/QC	Senior Engineer	Engineer	Project Support	Principal Engineer	Senior Civil Engineer	Associate Engineer	Junior Engineer	Total Labor Hours
Task 1 - Project Management	38		56	102	32	12	40	12		48	21			2		20			8	1									10	10	10		422
Task 2 - Data Gathering, Site Visits, & Preliminary Investigations	1		8	16	5	32	48			14	8			16		16	16	16			4												200
Task 3 - Problem Definition Statement, Goals, and Objectives	4		6	24	24	48	28			6	10			8		4					2												164
Task 4 - Identification of Mitigation Strategies	3	2	22	56	72	108	60																						4	10	10	30	377
Task 5 - Mitigation Strategies Analysis Report	3	8	15	66	40	48	52		12	2	6	6	6	34		40			6		2	3							8	10	10	5	382
Task 6 - Development of Implementation Plan	3	5	11	26	16	32	50		2	8	4	4	4	24	8	8			5		1	2	8	8	8	24	8		8	10	10	5	302
Optional Task 4b - Harbor Hydrodynamic & Eutrophication Modeling	1		2	16	12	32																	40	100	80	220	140	16					659
GRAND TOTAL	52	15	118	290	189	280	278	12	14	78	49	10	10	84	8	88	16	16	19	1	9	5	8	8	8	24	8		30	40	40	40	1847
GRAND TOTAL INCLUDING OPTIONAL TASKS	53	15	120	306	201	312	278	12	14	78	49	10	10	84	8	88	16	16	19	1	9	5	48	108	88	244	148	16	30	40	40	40	2506

3. SCOPE OF WORK UNDERSTANDING AND SCHEDULE

3.1 UNDERSTANDING

The Craftwater team understands the importance of consistency, accuracy, and trust when it comes to data-driven water quality implementation planning. As with all projects, our team's approach to this assignment will always be grounded in science and based on quantitative information. This science-based approach will be a key component for the City's success on this project and is a unique feature of the Craftwater team. With the deep expertise across Craftwater, GHD, Rincon, and Villa Civil, we will offer a fresh, clear-eyed assessment of the data and water quality regulations, consider various water quality and local resource planning efforts, and navigate through the various technical, regulatory, political, and funding obstacles.

We understand that defining the specific problem to be solved by this feasibility study and implementation plan will require collaboration with the City, the public, and multiple engaged stakeholders. The Craftwater multidisciplinary team has ***a strong local presence in Ventura County, and has specific experience providing contract planning services to the City since 2014. This makes our staff uniquely positioned to support public meetings, facilitate outreach and engagement activities, collaborate with the City and stakeholders to complete site visits, gather necessary information and to conduct preliminary investigations.***

3.2 APPROACH

Below we describe our approach for each task in the RFP.

Task 1: Project Management

The technical complexity and high visibility of this work emphasizes the need for ***clear and transparent communication, seamless coordination, and dependable quality assurance and quality control.*** The Craftwater team will lead project management of this effort with those core principles, to ensure the following:

- Close coordination with the City and engage staff during key factors of the process as mitigation strategies are identified, evaluated, and prioritized.
- Stakeholder input is facilitated so everyone feels heard throughout the process.
- Provide confidence in prioritized strategies and pathway forward for implementation.

Craftwater recently led development of the Ventura Countywide Watershed Management Programs, working with all agencies in the Ventura Countywide Stormwater Quality Management Program, including the City, and led coordination with and engagement of Regional Board staff and other stakeholders or interested parties in the region.

Craftwater's engagement philosophy is uniquely ***candid and proactive***--we seek out potential critics and together "open up the hood" of the analysis to inspect each detail. This sincere communication and transparency elicit buy-in and avoids surprises by encouraging key stakeholders to actively participate in project development.



Craftwater knows the importance of tailoring engagement strategies across agency-specific, copermittees, regulators, and public stakeholders, such as conducted during development of the Ventura Countywide WMPs

Craftwater's willingness to build trusted relationships and facilitate forthright yet productive engagement is a key factor in the success of several recent plans that rearticulated compliance strategies into collaborative, watershed-scale, and cost-effective pathways; for example, when we revised the Watershed Management Program for the Rio Hondo/San Gabriel River Water Quality Group it was hailed by NRDC's independent reviewer as ***"unprecedented in the region"*** for its transparency and technical rigor, and praised by the Regional Board as ***"a perfect definition of adaptive management" and "an example for other people to emulate."*** Additionally, Craftwater recently ***achieved consensus among an influential Working Group of municipalities and vocal environmental/social NGOs*** with historically opposing viewpoints; by facilitating candid discussion and logical, scientific decision-making, we advanced the group towards agreeing on clear-headed recommendations to adapt contentious elements of LA County's Safe, Clean Water Program.

To assure the highest quality of our work products, our team identified a direct lead for quality assurance/control and will integrate QAQC at each critical step of the following tasks, which always includes multiple reviewers. All deliverables will be provided on time, in a clear and digestible manner, with assurance in the findings.

Deliverables:

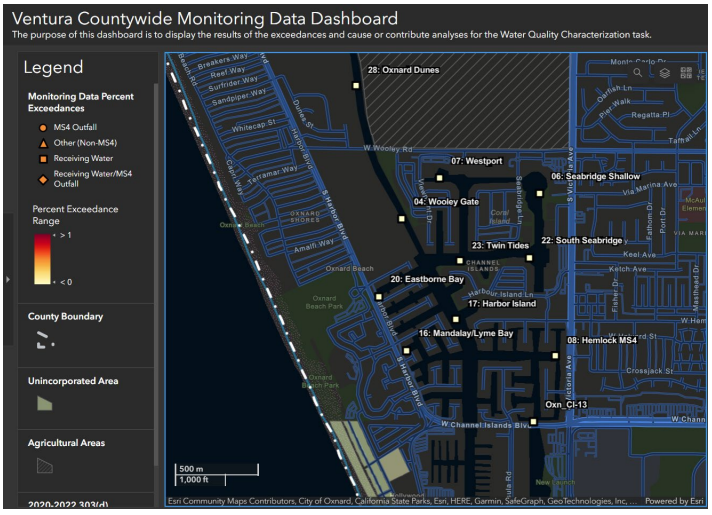
- Kickoff Meeting - including Materials, Attendance and Meeting Minutes
- Progress Meetings (12 at 2 hours each) - including Materials, Attendance and Meeting Minutes
- Public Meetings (4) - including Materials, Attendance and Meeting Minutes
- City Council and Board of Supervisors Meetings (1 each) - including Materials, Attendance and Meeting Minutes
- Project Schedule
- QA/QC of All Deliverables

Task 2: Data Gathering, Site Visits, and Preliminary Investigations

To set the foundation for identification of feasible and beneficial mitigation strategies, the physical and chemical characteristics of the site must be well defined. Through Craftwater's work on the Ventura Countywide Watershed Management Programs and Rincon leading the Ventura Countywide stormwater monitoring program on behalf of Ventura County Watershed Protection District our team has a head start on this understanding and related data collection and review tasks. We are extremely familiar with Channel Island Harbor and under previous efforts conducted multiple data analyses and overviews characterizing the Harbor and its watershed.

With Rincon's partnership, our team offers water quality and biology specialists in coastal marine and estuarine watershed who have deep knowledge of the stormwater contributions to these waters. Beyond leading the Ventura Countywide stormwater monitoring programs, our scientists also implement special studies and long-term monitoring programs in the nearby harbors, lagoons, estuaries, and coastal rivers.

During development of the Watershed Management Programs, Craftwater built a ***Monitoring Data Dashboard*** to compile available data and help ***visualize conditions and trends***, which included data in Channel Island Harbor and upstream watershed.



Craftwater's existing countywide Monitoring Data Dashboard will be leveraged for holistic look at Harbor conditions.

This Dashboard can be leveraged as a tool for the team and the City, where we will also integrate all additional information to support a comprehensive data review and communication of findings. Additional information may include both quantitative and qualitative, anecdotal information from stakeholders that will be reviewed for appropriate application. The team will facilitate compiling that information across progress and public meetings with stakeholders.

The Craftwater team will combine our historical knowledge with new information, and supplement with near-term site visits to ensure characterization is based on the most current conditions in the Harbor. These features of our team will allow an approach that can look at the water quality feasibility assessment and implementation plan from a systematic and holistic perspective.

Deliverables:

- Channel Island Harbor Data Dashboard
- Site Visit Notes

Task 3: Problem Definitions Statement, Goals, and Objectives

To properly evaluate mitigation strategies for the Harbor, the end goals must be clearly defined. The Basin Plan defines beneficial uses that are supported and protected in the Harbor, including preservation or enhancement of marine and terrestrial habitats, vegetation, fish, shellfish, or wildlife and of water and food sources for wildlife. The applicability of each beneficial use defines target water quality objectives across constituents of concern. However, there are often ***site-specific considerations that influence the appropriate water quality objectives***. The Craftwater team will incorporate site-specific conditions of the Harbor using the findings from Task 2 to help define these water quality objectives. For example, where eutrophic conditions are an impairment concern, limits on nutrient concentrations are only one factor in reducing algal blooms. Factors such as temperature and sunlight exposure also influence algal growth and will be considered in setting appropriate site-specific water quality objectives.

Once end goals are defined and site-specific water quality objectives established, the Craftwater team will evaluate different metrics to define achievement of those end goals. Beyond numeric limits, the spatial (where) and temporal (when) aspects of the evaluation metrics must be defined. While many similar efforts often set the where and when solely based on current water quality conditions and required improvements to protect beneficial uses***, it is important to consider the performance of potential mitigation strategies at this early stage as well. Craftwater will apply an iterative approach with Task 4 to explore metrics that can clearly demonstrate achievement of end goals, while also evaluating how the impact of potential mitigation strategies can be measured.***

Finally, the Craftwater team will use the defined performance metrics to characterize the gap between current conditions to the end goals protective of beneficial uses in the Harbor. This will include defining why existing conditions are not achieving beneficial use goals and associated water quality objectives, which will set the approach to identifying appropriate mitigation strategies.

Craftwater has successfully integrated site-specific analyses to adjust water quality objectives protective of set beneficial uses across compliance plans in Ventura, Los Angeles, and San Diego Counties. Combined with careful consideration of assessment areas (where) and critical conditions (when), this targeted approach has often resulted in a reduced burden on pollutant load reductions, while maintaining the ability to demonstrate attainment of end goals. This was most recently applied in the Ventura Countywide Watershed Management Programs, where pollutant water quality objectives were evaluated for each waterbody individually, assessment areas were established at a watershed scale representative of key waterbodies, and different critical conditions were evaluated in terms of pollutant load reduction targets and performance of potential implementation strategies to meet those targets. This resulted in a ***streamlined implementation pathway, with limited reliance on structural control measures but confidence in achieving the water quality goals of the program***. This has also been demonstrated in other efforts in the Los Angeles region, including the Rio Hondo/San Gabriel River rWMP and Upper LA River PreSIP.

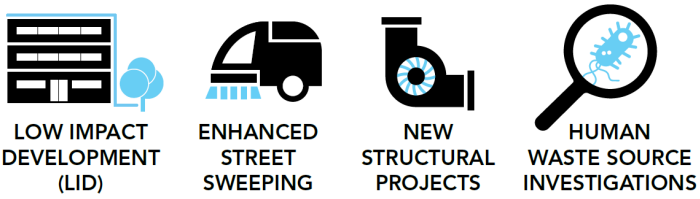
Deliverables:

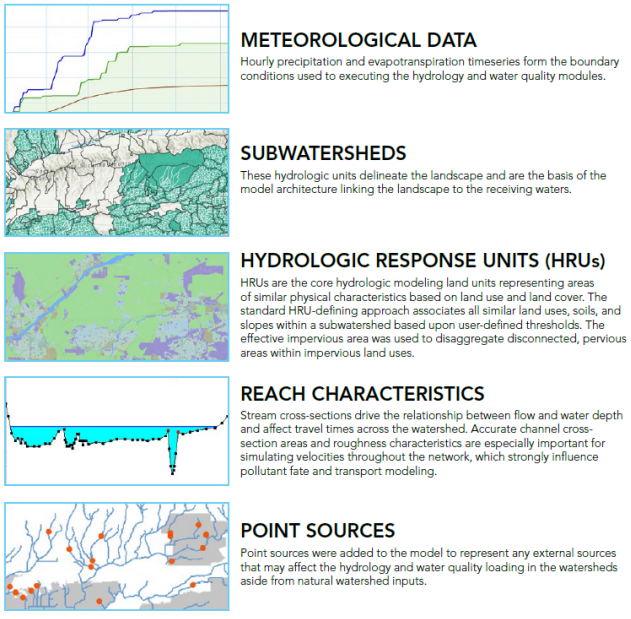
- Tech Memo of Problem Definition Statement, Goals and Objectives
- Spreadsheet of Performance Metrics

Task 4: Identification of Mitigation Strategies

Based on characterization of existing conditions, the Craftwater team will compile a preliminary suite of potential mitigation strategies. Strategies will be characterized as in Harbor or upstream controls, which each require different identification and evaluation approaches. Over the last four years alone, Craftwater has supported development or implementation of ***20 out of the 26 LA Region Watershed Management Programs*** and led ***25 multi-benefit stormwater master plans covering over 2.5M acres of watershed area***. From this experience, we know it is important to keep the end goals, as defined in Task 3, and screening/evaluation criteria of potential strategies closely linked. These exercises require a multidisciplinary approach integrating considerations of the regulations, water quality science, and engineering, which our planners, scientists, and engineers are uniquely qualified to offer.

Identification of strategies will build in consideration of previous plans that are progressing in the watershed. This includes ***leveraging strategies identified in the Watershed Management Program, such as Low Impact Development, Enhanced Minimum Control Measures such as Street Sweeping, Source Investigations, and Structural Upstream Controls***. Given the historic focus on this area, previous mitigation strategies identified such as pumping options in the Harbor, targeted nutrient source control, mechanical filtration, or decommissioning of the Edison Canal will be evaluated and as appropriate incorporated in the suite of potential strategies, along with investigation of alterations or enhancements to these previous proposed strategies.





Leverage the watershed model Craftwater built for the Ventura Countywide WMPs, calibrated to recent, local conditions.

Evaluation will be focused on the performance metrics defined in Task 3 and feasibility, but we will integrate early consideration for other factors such as costs, additional community benefits, schedule of implementation, long-term maintenance, and other factors agreed on with the City and stakeholders. Each strategy will initially be evaluated individually, but where appropriate a suite of strategies will be evaluated.

To evaluate performance of upstream controls, the watershed model Craftwater developed under the Watershed Management Program in the Loading Simulation Program in C++ (LSPC) and customized BMP model consistent with EPAs System for Urban Stormwater Treatment and Analysis IntegratioN (SUSTAIN) will be leveraged. These existing models will allow for ease of "plug and play" to consider pollutant load reductions from any upstream controls. Throughout this process, we will facilitate stakeholder engagement to gain early feedback on potential strategies and clearly identify priorities as mitigation strategies are compared.

OPTIONAL – Hydrodynamic and Eutrophication Modeling: ***To maximize certainty of the feasibility study, the Craftwater team recommends the City consider linking watershed modeling with new receiving water modeling to evaluate potential in Harbor mitigation strategies.*** The Craftwater team will perform a review of the spatial and temporal datasets publicly available needed to assess the environmental, meteorological, and oceanographic conditions in the Channel Island Harbor. The success of a model's outputs is strongly correlated with the quality of the input data. This review will determine and document all the data available for the following parameters:

- Water levels
- Meteorological conditions (wind, atmospheric pressure)
- Currents
- Bathymetry and topography
- Sea level rise

GHD will develop a numerical model for hydrodynamics and water quality to assess the circulation and water quality changes that affect the Harbor. The Environmental Fluid Dynamic Code (EFDC) for hydrodynamic simulation, coupled with The Water Quality Analysis Simulation Program (WASP) for water quality simulation are the proposed software for this study. This software package is well recognized and used and approved by the Environmental Protection Agency (EPA) for eutrophication modeling. The modeling team proposed for this project has a large history of cooperation working together in numerous EFDC-WASP model applications.

The first step of the model setup is developing a model domain that encompasses the Channel Islands Harbor and the surrounding coastal areas. The domain will be discretized with flexible resolution according to the circulation and water quality challenges in the different areas of the domain. The model will extend offshore to an area where boundary conditions for hydrodynamics can be set out for a proper simulation of the circulation and water quality inside the Harbor.

The model will be calibrated against available measured water level and current data within the extend of the modeling domain. The purpose of this is to ensure the model outputs accurately reflect in-situ conditions.

The model will be used to evaluate different alternatives under a number of different forcing conditions to evaluate the improvement of circulation and water quality in the Harbor.

Numerical models are a great predictive tool, but their complexity and encompassing nature mean success hinges on simple and effective communication of results. The Craftwater team understand the intricacies of the models but also appreciate the bigger picture of the project, namely the project objectives and stakeholders. We will present model results as GIS interface maps, time series plots, figures, visualizations and animations. These are used strategically in meetings, presentations and reports, depending on the target audience, such that are intuitive and accessible.

Deliverables:

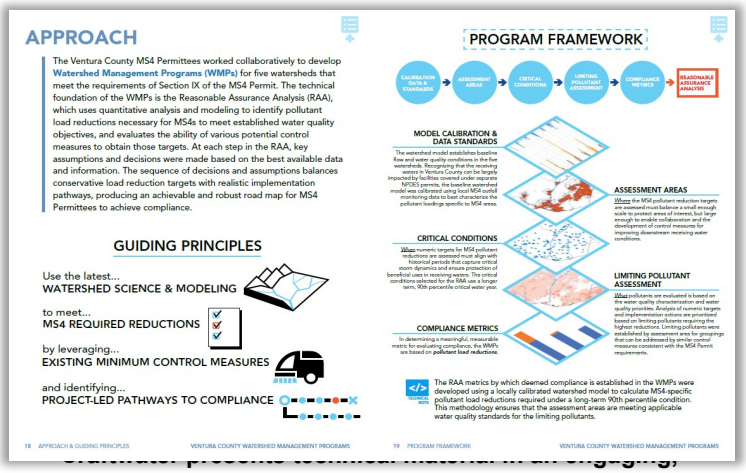
- List of Potential Mitigation Strategies
- Tech Memo of Preliminary Evaluation of Potential Mitigation Strategies
- List of Recommended Mitigation Strategies

Task 5: Mitigation Strategies Analysis Report

The Mitigation Strategies Analysis Report will craft a clear, concise document summarizing findings from the above tasks. Craftwater prides ourselves on taking technically heavy material and presenting in an easy-to-understand format that includes sufficient details for interested stakeholders. Our reporting opens the box on any modeling assumptions and results and provides context for a technical reviewer, council member, or members of the public.

The Report will incorporate additional information on each recommended strategy to guide management decisions to proceed with implementation. Beyond demonstrating the strategies feasibility and performance, the Report will characterize Permit requirements, environmental documentation requirements, cost estimates, schedules for implementation, recommended Lead Agency, long-term maintenance considerations, and linkage with potential funding opportunities.

During the preliminary feasibility assessment, the Craftwater team will integrate evaluation of specific environmental constraints, so these are factored into the initial recommendations.



digestible format, such as done for the Ventura Countywide WMPs.

Our teams' regulatory specialists are recognized in the area for their ability to streamline permitting pathways to expedite project schedules and optimize budgets. We will also work to identify conceptual project alternatives that may avoid costly and timely permits, special studies and surveys, and other hurdles depending on specific resource agency requirements. Our team considers these environmental constraints analyses as a critical step in the design of engineering projects and mitigation strategies and is currently supporting projects with local water agencies and municipalities in coastal and environmentally sensitive habitats. Rincon's environmental planners are also experts in environmental documentation requirements of the California Environmental Quality Act (CEQA), and our technical support team includes specialists in all the analysis areas. They have completed hundreds of local CEQA projects, all of which require public review and comments, and regularly require public hearings, public outreach facilitation, and consultation with resource agencies.

Cost estimates and schedules of implementation for recommended mitigation strategies will be early considerations for each strategy so that financial feasibility can be considered. ***Proactive identification of funding sources and potential grant sources is one of, if not the, most important factor to taking a project off paper and into construction***.

Funding Program	Clean Water State Revolving Fund (CWSRF)	Drinking Water State Revolving Fund (DWSRF) Program	EPA WIFIA Credit Assistance Program	Water Recycling Funding Program (WRFP) - Construction Grant
Funding Agency	Environmental Protection Agency (EPA)	Environmental Protection Agency (EPA) and State Water Resources Control Board (SWRCB)	Environmental Protection Agency (EPA)	State Water Resources Control Board (SWRCB)
Federal / State Funding	Federal	Federal/State	Federal	State
Objectives / Relevance to Projects	• Encourage public agencies to take an independent look into their current practices, identify potentially inefficient water or energy use and follow up with a well thought out plan to improve consumption of these valuable resources	• Assists public water systems in financing the cost of drinking water infrastructure projects needed to achieve or maintain compliance with Safe Drinking Water Act (SDWA) requirements and support to human right to water	• A federal credit program administered by EPA for eligible water and wastewater infrastructure projects.	• Promotes the beneficial use of treated municipal wastewater (water recycling) in order to augment or offset fresh water supplies in California
Max. / Min. Funding Amounts	• Depends on type of financial assistance. Estimated award is $35k	• Loan. Estimated amount per award is $250k-$500k	• $20M: Minimum project size for large communities. • $5M: Minimum project size for small communities (population of 25k or less). • 49%: Maximum portion of eligible project costs that WIFIA can fund.	• Grants based on reasonable, estimated construction costs. Estimated amount per award is $250k-$5M
Required Match	• Dependent on type of financial assistance	• Dependent and proportional to the State's required program match (determined once per year)	• At least 51%	• At least 50%
Type of Eligible Projects	Construction of publicly owned treatment facilities: • Wastewater treatment • Local sewers • Sewer interceptors • Water reclamation and distribution • Stormwater treatment • Combined sewers • Landfill leachate treatment	Planning/design and construction of drinking water infrastructure projects including: • Treatment systems • Distribution systems • Interconnections • Consolidations • Pipeline extensions • Water sources • Water meters • Water storages	• Projects for repair, rehabilitation, or replacement of a treatment works, community water system, or aging water distribution/waste collection facility	• Eligible projects include construction of recycled water treatment facilities, storage facilities, pumping facilities, groundwater recharge facilities, and recycled water distribution systems, including onsite improvements.
Future Anticipated Opportunity Dates	Applications accepted continuously	Applications accepted and awarded continuously	LOI expected in October 2021	Applications accepted continuously

Example of the Craftwater Team's Funding Strategy Resources

Our team will integrate consideration of funding early in the process characterizing mitigation strategies and allow for a feedback loop for potential strategy enhancements that are more likely to align with grants. With Villa Civil, our team offers expansive experience working closely with Cities to identify funding needs, align opportunities, assess feasibility, and generate well-constructed grant applications. For recommended mitigation strategies the Craftwater team will work with the City to identify key funding deficiencies and develop a funding needs lists as a baseline to identify funding opportunities. We will present a list of currently known funding opportunities to vet strategic grant pursuits, teaming opportunities with other agencies, and potential upcoming funding sources. With our in-depth knowledge of Regional, State, and Federal funding programs and resources, our team excels at pairing existing and planned project needs with the most opportunistic funding resources.

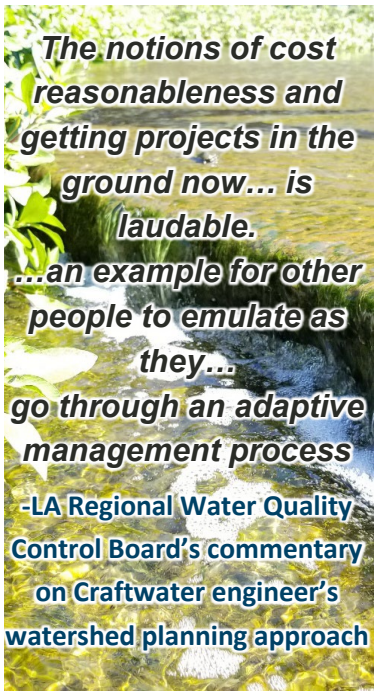
Deliverables:

- Draft Mitigation Strategies Analysis Report
- Final Mitigation Strategies Analysis Report

Task 6: Development of an Implementation Plan

The material from the above tasks will ultimately be formalized in the Implementation Plan. The Craftwater team will work closely with the City and MAC to identify which factors are incorporated in prioritization of strategies, articulating tie into desired end goals. During establishment of performance metrics in Task 3, we will clearly define how those metrics will be measured to be trackable and confirm effectiveness.

From Craftwater's experience with multi-benefit stormwater master plans, our approach to prioritization has adapted to focus on tiers, rather than any single defined score, as this allows flexibility to pick out top tier projects, without pigeon-holing a City to one end score when drivers or outside objectives potentially change. We also know through our experience taking projects from initial concept, to feasibility study, to design, and finally to construction that ***change is inevitable. Therefore, our approach will provide a solid bench of feasible alternatives as well as adaptability to re-evaluate mitigation strategies if major pieces of the design are adjusted in the future***.



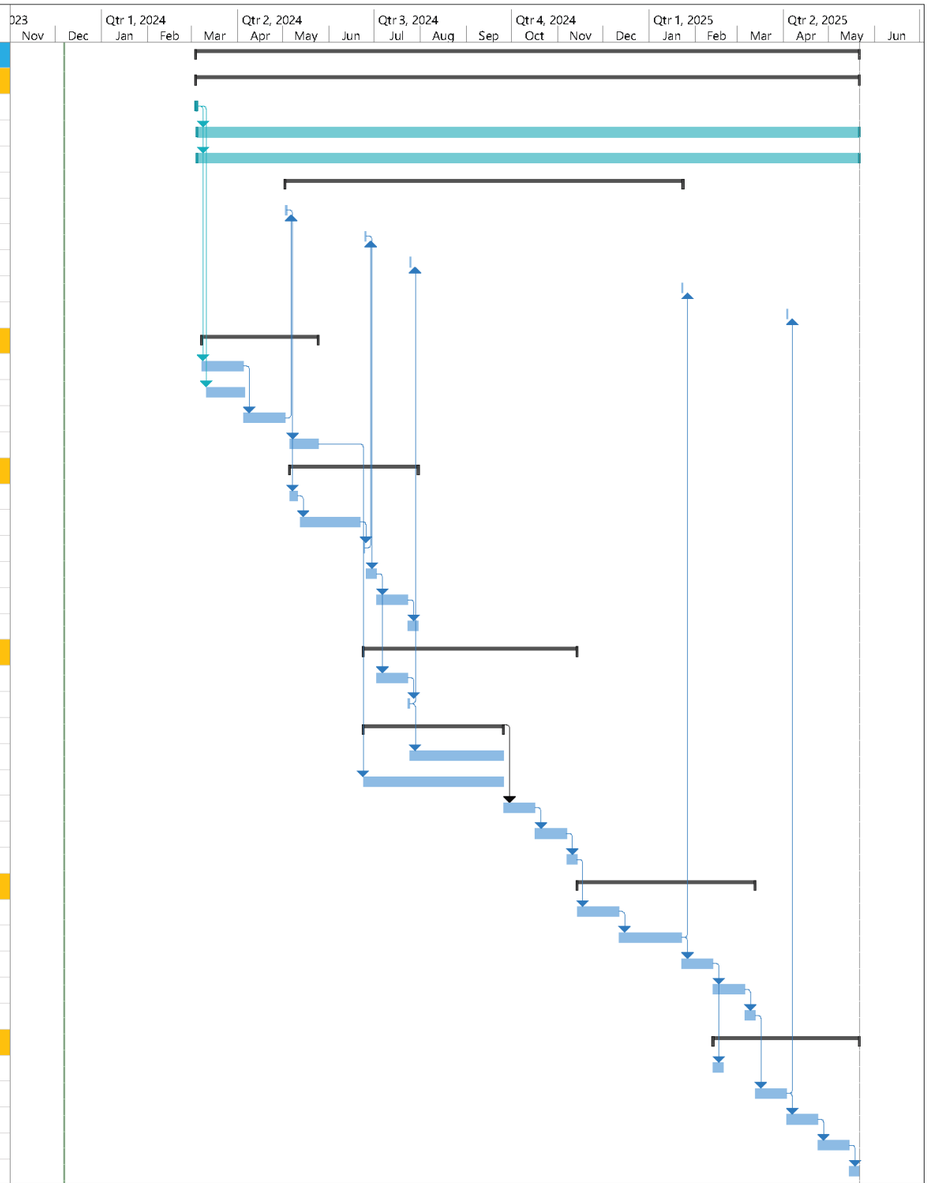
The Craftwater team will coordinate closely with the City to conduct targeted presentations to public stakeholders and City Council and the Board of Supervisors. Over the past three years, Craftwater has directly supported the City of San Diego as strategic advisors, preparing and participating in presentations to ***City Council Members and the Mayor's Office related to advancing the City's Stormwater Program, implementing critical programs and projects, and making the case for more funding***. We are poised to message technical materials to elected officials and emphasize desired outcomes. The specialized support Rincon provided for the City's Sea Level Rise (SLR) Vulnerability Assessment and Comprehensive Local Coastal Program update also demonstrates our team's local knowledge of how to interact and collaborate with governmental agencies, technical advisories, non-governmental organizations, and members of the public in and around Oxnard. This will be key to our collective ability to advance any implementation plan through City Council approval. The policies and strategies incorporated into the SLR Vulnerability Assessment and Comprehensive Local Coastal Program will be considered throughout the water quality feasibility assessment and into the implementation plan to assure mitigation strategies are consistent with existing planning documents and are durable to meet long-term needs.

Deliverables:

- Draft Implementation Plan
- Final Implementation Plan

3.3 PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors
1	**FEASIBILITY STUDY & IMPLEMENTATION PLAN**	**318 days**	**Mon 3/4/24**	**Wed 5/21/25**	
2	**Task 1 - Project Management**	**318 days**	**Mon 3/4/24**	**Wed 5/21/25**	
3	NTP (Assumed)	1 day	Mon 3/4/24	Mon 3/4/24	
4	Monthly Project Schedule, and Budget Management	317 days	Tue 3/5/24	Wed 5/21/25	3
5	Kickoff and Progress Meetings (Monthly)	317 days	Tue 3/5/24	Wed 5/21/25	3
6	**Public Meetings (4)**	**190 days**	**Fri 5/3/24**	**Thu 1/23/25**	
7	Data Gathering	1 day	Fri 5/3/24	Fri 5/3/24	15
8	Problem Definition, Goals, Objectives	1 day	Tue 6/25/24	Tue 6/25/24	20
9	Identification of Mitigation Strategies	1 day	Thu 7/25/24	Thu 7/25/24	26
10	Mitigation Strategies Analysis Report	1 day	Thu 1/23/25	Thu 1/23/25	35
11	Council and BoS Meetings (1 each)	1 day	Thu 4/3/25	Thu 4/3/25	41
12	**Task 2 - Data Gathering, Site Visits, & Preliminary Investigations**	**56 days**	**Fri 3/8/24**	**Fri 5/24/24**	
13	Data request	20 days	Fri 3/8/24	Thu 4/4/24	3
14	Site visits (2)	20 days	Mon 3/11/24	Fri 4/5/24	3
15	Research and Data Synthesis	20 days	Fri 4/5/24	Thu 5/2/24	13
16	Data Dashboard and Summary	15 days	Mon 5/6/24	Fri 5/24/24	7
17	**Task 3 - Problem Definition Statement, Goals, and Objectives**	**62 days**	**Mon 5/6/24**	**Tue 7/30/24**	
18	Background Research, Regulatory Objective Synthesis	5 days	Mon 5/6/24	Fri 5/10/24	7
19	Monitoring/Modeling review to Set Baseline and Targets	30 days	Mon 5/13/24	Fri 6/21/24	18
20	Regional Board Engagement Meeting	1 day	Mon 6/24/24	Mon 6/24/24	19
21	Draft Memo	5 days	Wed 6/26/24	Tue 7/2/24	8
22	*City Review*	15 days	Wed 7/3/24	Tue 7/23/24	21
23	Final Memo	5 days	Wed 7/24/24	Tue 7/30/24	22
24	**Task 4 - Identification of Mitigation Strategies**	**103 days**	**Mon 6/24/24**	**Wed 11/13/24**	
25	Alternatives Research	15 days	Wed 7/3/24	Tue 7/23/24	21
26	High-Level Feasibility Analysis	1 day	Wed 7/24/24	Wed 7/24/24	25
27	**Modeling**	**68 days**	**Mon 6/24/24**	**Wed 9/25/24**	
28	Watershed Loading and Load Reduction Modeling	45 days	Thu 7/25/24	Wed 9/25/24	26
29	***Optional Hydrodynamic Modeling***	68 days	Mon 6/24/24	Wed 9/25/24	16
30	Draft Memo	15 days	Thu 9/26/24	Wed 10/16/24	27
31	*City Review*	15 days	Thu 10/17/24	Wed 11/6/24	30
32	Final Memo	5 days	Thu 11/7/24	Wed 11/13/24	31
33	**Task 5 - Mitigation Strategies Analysis Report**	**85 days**	**Thu 11/14/24**	**Wed 3/12/25**	
34	Cost-benefit Analysis	20 days	Thu 11/14/24	Wed 12/11/24	32
35	Detailed Feasibility Analysis (Enviro, Permitting, Funding, Engineering, Monitoring)	30 days	Thu 12/12/24	Wed 1/22/25	34
36	Draft Report	15 days	Thu 1/23/25	Wed 2/12/25	35
37	*City Review*	15 days	Thu 2/13/25	Wed 3/5/25	36
38	Final Report	5 days	Thu 3/6/25	Wed 3/12/25	37
39	**Task 6 - Development of Implementation Plan**	**70 days**	**Thu 2/13/25**	**Wed 5/21/25**	
40	Prioritization Framework	5 days	Thu 2/13/25	Wed 2/19/25	36
41	Refined Feasibility Analysis	15 days	Thu 3/13/25	Wed 4/2/25	38
42	Draft Report	15 days	Thu 4/3/25	Wed 4/23/25	41
43	*City Review*	15 days	Thu 4/24/25	Wed 5/14/25	42
44	Final Report	5 days	Thu 5/15/25	Wed 5/21/25	43



Project: Channel Island Harbor Proposal

Task · Split · Milestone · Summary · Project Summary · Inactive Task · Inactive Milestone · Inactive Summary · Manual Task · Duration-only · Manual Summary Rollup · Manual Summary · Start-only · Finish-only · External Tasks · External Milestone · Deadline · Progress · Manual Progress

Page 1

APPENDIX A – RESUMES OF KEY STAFF

craftwater engineering, inc.

Brianna Datti, M.S.
Lead Engineer, Regulatory and Water Quality Science

Experience Summary

Ms. Datti is the lead engineer of the regulatory and water quality science discipline at Craftwater Engineering. She specializes in hydrology and water quality modeling and analysis. She has experience in stormwater management and water quality planning in southern California to address a variety of impairments, including biological impairments, metals, bacteria, toxic pollutants, sediment, dissolved oxygen, and nutrient enrichment. She has worked on the development of accurate watershed modeling to assess existing water quality and determine best management projects and/or strategies to reach compliance with TMDLs, MS4 permit requirements, and other regulatory conditions. She has provided project management and technical lead on regulatory-based and strategic planning projects which incorporated development, calibration, and review of watershed and BMP models, aligned monitoring strategies, and key stakeholder engagement to recommend appropriate target setting and cost-effective implementation actions to achieve compliance. Through her work she is knowledgeable on applicable TMDLs, MS4 permits, and the San Diego and Los Angeles Region 303(d) listings and how ever-evolving regulations and scientific guidelines will impact watershed management programs. She is competent with the development and analysis of HSPF and LSPC watershed models, EPA's SUSTAIN, coding in MATLAB, R, and Microsoft Excel VBA, as well as the use of GIS in model development and creating informative and appealing visuals.

EDUCATION

MS Civil and Environmental Engineering, Cornell University (2017)

BS Environmental Engineering, University of Connecticut (2015)

AREA OF EXPERTISE

Hydrologic and water quality modeling

MS4 permit and TMDL compliance

Water quality data management and analysis

Watershed management

Water quality monitoring plan assessments and bioassessments

Fate and transport of sediment, metals, and nutrients

Lake hydrodynamics

Geospatial analysis

YEARS OF EXPERIENCE

5 years

CONTACT

Email:
Brianna.Datti@craftwaterinc.com

Relevant Experience

Ventura County Watershed Management Program Development, Ventura Countywide Stormwater Quality Management Program, CA (2022 – Present). Project manager for the development of Watershed Management Programs (WMPs) for all Ventura County MS4 Permittees, covering five watersheds. Led the development of a Reasonable Assurance Analysis (RAA) right-sized to the local conditions, and that delineated actionable and affordable control measures. This included the development and calibration of a new watershed model (LSPC) for the five watersheds in Ventura County and modeling non-structural and structural control measures to evaluate expected reduction benefits. The tailored RAA approach developed is focused around four core elements to base the analysis on (1) latest and local watershed science, (2) assigning watershed and MS4-specific required pollutant reductions, (3) leveraging and optimizing minimum control measures, and (4) providing feasible project-led pathways to compliance. In addition, integrating dynamic tracking, allowing for flexibility and transparency as Permittees proceed with implementation of the Program.

Upper LA River Load Reduction Strategy Adaptation, Safe, Clean Water Program Scientific Study (2019 – Present). Project manager for the development of the Load Reduction Strategy Adaptation Plan in the Los Angeles River watershed to adapt the current strategy to address the Bacteria TMDL to ensure management actions better align with protection of public health and supporting recreational beneficial use goals. Secured $1.2M to fund this effort through the Safe, Clean Water Program. This Plan provides an effective foundation to address pathogen health risk and will help streamline efforts across agencies and other stakeholders. This Plan helps identify the most effective pathway towards improved public health and attainment of bacteria-related water quality objectives through an adaptive management process that incorporates significant advances in the state of the science. The study utilizes a data-driven approach, including watershed models of bacteria loads and BMP models to evaluate effectiveness of strategies, to identify efficient and effective implementation actions watershed-wide.

Stormwater Operations & Planning Divisions Strategic Plan, City of San Diego (2021 - Present). Project manager for the development of the first Strategic Plan for the Operations Division under the City of San Diego's Stormwater Department. Continuing development of annual updates to the Operations and Planning Division fiscal year Strategic Plans. Through close coordination with the Program staff leads, developed a graphic-based plan that clearly defines each program activities under operations, how the work aligns with the Departments overall goals, where there is key coordination with other City departments, and set near-term and long-term goals and action plans for each program. This plan provides an overall vision and understanding of the Divisions responsibilities, while also providing a guidebook on how the Division continues to implement, improve, and innovate, with specific goals to do so.

Proposed and Tentative MS4 Permit and State Water Board Order Review, SGVCOG and ULAR Watershed Management Group, CA (2020). Project manager and technical lead to provide a detailed review of the implications of the new MS4 Permit and the State Water Board Order to the San Gabriel Valley Council of Governments (SGVCOG) and Upper Los Angeles River (ULAR) Watershed Management Group. Summarized and discussed key implications for the groups and drafted comments to submit to the Los Angeles Regional Board and the State Water Board. Drafted targeted talking points for the technical and elected group members during MS4 Permit workshops. Developed a consensus building approach to work across stakeholders to produce a strong negotiation stance for the Permittees. Drafted comments on behalf of the ULAR Watershed Management Group in response to the staff working proposal on the MS4 permit for the Los Angeles region and the State Water Board Order regarding the review of approved Watershed Management Programs. Drafted comments on behalf of the SGVCOG and ULAR Watershed Management Group in response to the tentative order on the MS4 permit for the Los Angeles region.

Famosa Slough Watershed Master Plan, City of San Diego, CA (2019 – 2020). Deputy Project Manager for the Famosa Slough watershed within the City of San Diego that strategically identified multi-benefit project recommendations for a highly visible watershed in San Diego. Lead development of a water quality model framework to strategically identify priority strategies to address water quality conditions in Famosa Slough, where the primary concern is eutrophic conditions. This included identifying methods to quantify the effectiveness of non-structural controls in the watershed in combination with assessments of the effectiveness of structural controls. Conducted review and initial sensitivity analyses of existing LSPC (watershed) and EFDC (receiving water) models to identify potential improvements and implemented the most critical model improvements, including updates to the subbasin boundaries and land use, land cover representation. Coordination with local non-governmental organizations and other stakeholders to identify solutions within the watershed that meet both flood control, water quality, and restoration needs, but also achieve buy-in from local stakeholders.

Santa Margarita River Watershed Modeling Phase III, Santa Margarita River Nutrient Initiative Group Stakeholders, CA (2019 – 2020). Modeler to update the watershed model for the upper portion of the Santa Margarita River watershed (primarily within Riverside County, downstream of the reservoirs), and receiving water model for the upper mainstem (top of the Gorge to confluence with De Luz Creek). Leading the development of the HSPF upper watershed model, which includes to extend the modeling period, revise subbasin boundaries, revise land use and land cover representation, refine surface/groundwater fluxes based on the MODFLOW groundwater model outputs, update boundary conditions at upstream reservoirs, update irrigation input assumptions, and calibrate the model based on available data. Finalized modeling tools will be used to investigate biostimulatory and biointegrity targets for the Santa Margarita River, as well as calculation of required load and waste load allocations in the watershed to achieve the selected targets. Conditions will be evaluated under various climate change and management scenarios run through the models.

Water Quality Modeling Support, New York City Department of Environmental Protection (2021 – Present). Project manager and technical lead to provide strategic advisement to the New York City Department of Environmental Protection on modeling the effectiveness of structural and non-structural control measures. The City anticipates more stringent water quality regulations forthcoming and as previous modeling efforts have focused on flows, looking to update to incorporate water quality. The City has put a lot of emphasis on their nonstructural programs, therefore a key element of this work is developing robust tools and models to assess the effectiveness of these programs. Assessment of existing and proposed structural and non-structural control measures for the priority pollutants will position the City for negotiations with regulators during development of new provisions, as well as inform management decisions and optimization of their projects and programs.

craftwater engineering, inc.

Chad S. Helmle, PE
President and Chief Executive Officer

Experience Summary

As President of Craftwater Engineering, Inc, Mr. Helmle offers national experience with a focus on the Southern California water resources service area. He has overseen hundreds of large and small water resources projects and has served as program manager or principal-in-charge of several of the largest municipal on-call stormwater-focused contracts in the country. His responsibilities in these roles has afforded him the unique opportunity to explore a broad spectrum of stormwater-related issues, ranging from strategic planning to design and implementation. Examples of his project leadership include numerous green infrastructure master planning efforts, over 100 regional-scale green infrastructure retrofit design or pre-design projects, and ground-breaking watershed and BMP modeling analyses. He is especially passionate about finding innovative solutions to the challenging prospect of retrofitting existing urban landscapes and infrastructure to meet the compliance, water resiliency, and/or runoff management needs of municipal agencies. He continually pushes the envelope to improve his team's methods by inventing new processes, templates, and tools for creating effective and robust design concepts and modeling approaches for stormwater capture projects. This constant push for new approaches has yielded several key innovations, such as incorporating real-time control elements to boost BMP performance while meeting the integrated needs of watershed managers. As a former Air Force civil engineering officer, Mr. Helmle has brought the lessons learned to bear by developing cost-effective concepts for municipalities and numerous military installations alike, resulting in cost savings that spans into billions of dollars. Mr. Helmle strives to strike the ideal balance between form, function, and simplicity of operation.

Relevant Experience

As-needed Stormwater Engineering and Consulting Services, City of San Diego. Program Manager for a $25M, 5-year as-needed contract (2018 – 2019) and a $21.5M, 5-year as-needed contract (2014 – 2018) to provide the full spectrum of stormwater program support to the City, including all of the City's Water Quality Improvement Plans, stormwater capital project design, special scientific studies, BMP research and development, compliance reporting, and general permit support. Managed one of the largest stormwater contracts of its kind, helping the City gain attention on a national stage, especially with regard to cutting-edge BMP master planning, stormwater design, and innovative permit compliance strategies. Managed over 100 task orders worth nearly $30 million. Signature projects completed as part of this contract include: (1) a comprehensive watershed master plan that utilized first-of-their-kind modeling approaches to strategically identify and prioritize regional and green infrastructure project opportunities; (2) an innovative regional stormwater harvesting analysis that demonstrated the degree to which local stormwater capture can feasibly and realistically augment water supplies by upwards of 25%; and (3) regionally-critical re-negotiation of bacteria TMDL requirements that will set the stage for reducing municipal bacteria mitigation requirements across the state.

Watershed Engineering On-Call Contract, County of Los Angeles. Principal in Charge for $6M, 3-year as-needed contract to support the county with wide-ranging watershed services, including the design of regional BMPs in parks, regional master planning work, and piloting of innovative regional stormwater capture programs. Work for the County was recognized at the national and regional level as precedent-setting, especially in terms of applying technical innovation to solve emerging stormwater problems. Signature projects that Mr. Helmle has personally led include (1) the Multi-Agency Collaborative Stormcatcher Project, which demonstrated the feasibility of leveraging parcel-based real time control systems to capture runoff and augment water supplies; (2) the Lower Los Angeles River Revitalization Plan, which emphasizes a watershed-based approach to revitalizing a 19-mile long, two-mile wide reach of the LA River corridor; and (3) multiple park-based regional stormwater capture BMP designs intended to meet pressing TMDL compliance needs.

EDUCATION

M.S., Civil Engineering, Environmental Fluid Mechanics/Hydrology, Cornell University, 2005

B.S., Engineering and Environmental Science, University of Notre Dame, 1997

AREA OF EXPERTISE

- Green infrastructure
- Strategic planning
- Stormwater master planning
- BMP planning and engineering
- Integrated water resource management
- Low impact development
- BMP modeling
- Hydromodification management
- Stormwater management tool development
- Infrastructure assessment
- Military civil engineering
- Hydrology and hydraulics
- Water quality modeling
- Hydrodynamic modeling
- Guidance development

REGISTRATIONS/ AFFILIATIONS

2006, Professional Engineer (Civil), State of California (69525)

YEARS OF EXPERIENCE

22 years

CONTACT

Phone:
805-729-0943

Email:
Chad.helmle@craftwaterinc.com

LinkedIn:
linkedin.com/in/chad-helmle-588ab11/

Upper Los Angeles River and Ballona Creek Enhanced Watershed Management Programs (EWMPs). City of Los Angeles (as sub to Black & Veatch). (August 2013 – August 2015) Project Manager to support the development of watershed modeling for two watershed management groups and 23 jurisdictions across greater Los Angeles County to develop EWMPs for Upper Los Angeles River and Ballona Creek watershed management groups that provide a collaborative and prescriptive strategy for compliance with multiple TMDLs while also identifying opportunities for enhanced, interagency projects promoting water quality improvement, water supply augmentation, and community services/cobenefits.

Upper San Gabriel River Enhanced Watershed Management Program (EWMP). County of Los Angeles (as sub to MWH Global). August 2013 – August 2015. Project Manager to support the development of watershed modeling for seven jurisdictions across greater Los Angeles County to develop an EWMP for the Upper San Gabriel River watershed management group that will provide a collaborative and prescriptive strategy for compliance with multiple TMDLs while also identifying opportunities for enhanced, interagency projects promoting water quality improvement, water supply augmentation, and community services/cobenefits. The end product will provide a cost-effective "road map" for compliance.

Upper Santa Clara Enhanced Watershed Management Program (EWMP). City of Santa Clarita (as sub to Larry Walker Associates). August 2013 – August 2015. Project Manager to support the development of watershed modeling for two jurisdictions to develop an EWMP for the Upper Santa Clara watershed management group to provide a collaborative and prescriptive strategy for compliance with multiple TMDLs while also identifying opportunities for enhanced, interagency projects promoting water quality improvement, water supply augmentation, and community services/cobenefits.

Gateway (Lower Los Angeles River, Lower San Gabriel River, and Los Cerritos Channel) Watershed Management Programs (WMPs). John L. Hunter & Associates and Richard Watson & Associates (representing 23 jurisdictions). August 2013 – December 2014. Project Manager to develop watershed modeling for WMPs for three watershed management groups and 23 jurisdictions across greater Los Angeles County to provide each jurisdiction a prescriptive strategy for compliance with multiple TMDLs through a combination of comprehensive load reduction strategies. Specific control measures to reduce pollutant loads were tailored to local conditions and jurisdictional preferences. Tasks included innovative watershed-wide representation and modeling of green infrastructure opportunities. Existing and planned regional projects were also characterized and incorporated into the modeling framework to credit jurisdictions for past efforts. Schedules were then developed to guide compliance with wet and dry weather goals at the subwatershed scale.

East San Gabriel Watershed Management Program (WMP). MWH Global (representing 4 jurisdictions). August 2013 – December 2014. **Project Manager** to develop watershed models to support a WMP for four jurisdictions in the San Gabriel River watershed. The WMPs provide each jurisdiction a prescriptive strategy for compliance with multiple TMDLs by pursuing retention of the 85th percentile runoff volume. Strategies to reduce runoff volume were tailored to local conditions and jurisdictional preferences. Specific efforts included innovative watershed-wide representation and modeling of potential green infrastructure opportunities. Schedules were developed to guide compliance with wet and dry weather goals at the subwatershed scale.

Water Quality Improvement Plans, City of San Diego. Mr. Helmle acted as project manager and to support the City of San Diego in the development of regulatory-driven Water Quality Improvement Plans for the Tecolote, San Dieguito, Los Penasquitos, and Mission Bay watersheds. The projects required the development of sophisticated watershed models (LSPC), model validation and calibration efforts, assessment of regulatory requirements, interpretation of water quality goals, and the development of a regionally optimized green infrastructure solution to achieve compliance. This massive effort resulted in the approval of these plans by the Regional Water Quality Control Board and set the stage for the City of San Diego's structural and nonstructural investments in these watersheds for the near future. The modeling that was accomplished as part of these projects included innovative optimization techniques never before used at this scale and generated massive cost savings by reducing the need for extensive green infrastructure investment.

Lake Mathews Watershed Water Quality Improvement Study, Metropolitan Water District. Project Manager for study of water quality improvement alternatives in the Lake Mathews watershed. Worked with the client and other local agencies to identify, gather, and organize all available watershed data necessary to develop, calibrate, and validate a LSPC watershed model. Managed data analysis to assess current and future levels of water quality protection for Lake Mathews based on existing water quality improvement facilities and programs in the watershed and the understanding of future development patterns. Managed development of a series of water quality improvement alternatives, including opportunities to implement regional water quality and hydrologic control facilities that would improve overall water quality within the watershed. Managed simulation of each alternative as a scenario in the model to simulate the hydrologic and pollutant removal performance of the structures. The goals of this process is to provide the maximum practicable protection of the Lake Mathews' water quality and provide a framework for the future development of a source water protection plan.

Support for the City and County of San Francisco's MS4 Permit Implementation, San Francisco Public Utilities Commission (SFPUC). Principal in Charge. Provided contract and technical oversight for a task order-based contract to provide technical support to the SFPUC Regulatory Compliance Division over a 5-year period by developing program components for compliance with each element of the 2013 Phase II Permit. Streamlined program management and met required milestones through a combination of program evaluation and planning, establishment of program priorities, development of standard operating procedures (SOPs), development of outreach and training materials, creation or revisions to tracking systems and databases, and other activities to improve the efficiency and effectiveness of the MS4 program.

craftwater engineering, inc.

Brad Wardynski, PE
Senior Project Manager & COO

Experience Summary

Brad Wardynski is a Water Resources Engineer with over a decade of experience in the fields of urban hydrology and green infrastructure. Mr. Wardynski has worked with influential industry experts on a variety of projects spanning the full scope of stormwater program management, including regulatory support and reporting, multi-benefit watershed planning, modeling, feasibility and design, monitoring, outreach, and technical guidance. His projects and research have directly impacted stormwater control measure design guidance and he has collaborated with academics to present these findings nationwide to the design and regulatory community, including green infrastructure design, construction, and maintenance trainings offered at international conferences and symposia. His specific areas of expertise include current knowledge of stormwater control measure system performance and unit processes, formulation and adaptation of targeted watershed plans for regulatory compliance (including real-time control systems), and development of web-based applications for data management and decision support. He is currently working with over 50 agencies in Southern California to build achievable, implementation-oriented compliance pathways, including for the Upper LA River Watershed Management Group (the largest in Southern California).

Relevant Experience

6 Enhanced Watershed Management Program (EWMP) Updates (Santa Monica Bay J2/3, Upper Los Angeles River, Ballona Creek, Dominguez Channel, Upper Santa Clara River, and East San Gabriel Valley Watershed Management Groups), CA 9/2020 – Present. Sr. Project Manager for updating the EWMPs based on permit-required revised reasonable assurance analyses (RAAs) and adaptive management. The models supporting the RAAs were updated based on new data and tools available, as well as implementation progress. Incorporating updates to the EWMP documents based on the latest regulatory drivers, water quality priorities, project progress and opportunities, and revised recipes for compliance, including updated cost estimates to achieve.

Scientific Study to Balance Safe, Clean Water Program Outcomes, Accelerate Resiliency L.A. (ARLA), 11/2020 – Present. Sr. Project Manager leading study to gain consensus among a Working Group of municipal (City of LA, San Gabriel Valley Council of Governments, and Gateway Water Management Authority) and NGO (LA Waterkeeper, The Nature Conservancy, and SCOPE) stakeholders around Safe, Clean Water Program adaptation recommendations. Identified full spectrum of potential project opportunities (from distributed nature-based solutions to regional, gray solutions) in a pilot subwatershed and modeled to analyze outcomes related to Working Group-recommended metrics, including maximizing water quality, water supply, and community investment benefits and leveraging alternative funding sources (Measures A, H, and M) to enhance return on investments over a 50-year program. Curating technical results into programmatic/policy-based recommendations for the LA County Flood Control District.

Safe, Clean Water Program Metrics and Monitoring Study, LA County Flood Control District 9/2021 – Present. Project Manager supporting the Flood Control District with development of specific metrics for evaluating project and program success under the Safe, Clean Water Program. Will include robust stakeholder engagement and Countywide modeling to generate more localized guidance and measurable outcomes.

EDUCATION

M.S., Biological and Agricultural Engineering, North Carolina State University, 2012

B.S., Biosystems Engineering, Michigan State University, 2010

AREA OF EXPERTISE

Watershed Hydrology and Stormwater Modeling

Multi-benefit Strategic Planning

Data Analysis, Visualization, and Web Tool Development

Watershed Runoff Quality

Targeted Water Quality Implementation Strategies

Watershed Management Plan Development

Stormwater Capture BMP Modeling, Evaluation, Design and Monitoring

Real-Time Controls Analysis

REGISTRATIONS/ AFFILIATIONS

Professional Engineer (Civil), CA, No. 84989, 2015

Member, American Society of Civil Engineers

Member, BMP Subcommittee, California Stormwater Quality Association

YEARS OF EXPERIENCE

12 years (4 years with Craftwater)

CONTACT

Home Office: San Diego, CA
Phone: 213-393-2392
Email:
Brad.Wardynski@craftwaterinc.com
LinkedIn:
linkedin.com/in/bradwardynski

Storm Water Harvesting and Use Study, City of San Diego, 4/2019-Present. Project manager to collect, consolidate, and synthesize all known City stormwater capture activities into one consolidated library. The project library was then cross-referenced against specific strategies outlined in a stakeholder-led regional study to provide recommendations for which activities may warrant additional research. Facilitated collaboration between Stormwater Department and Public Utilities Department to identify, model, and cost City-wide opportunities based on San Diego County Stormwater Capture and Use Feasibility Study alternatives. Developed framework and policy recommendations for City-wide stormwater capture planning.

Compliance Analysis for Rainbow Creek (Santa Margarita River Watershed Water Quality Improvement Plan), County of San Diego, 8/2017-12/2017. Conducted compliance analysis to identify the recommended water quality improvement strategies and associated planning-level costs for nutrient TMDL compliance in the Rainbow Creek Watershed. Applied an innovative BMP modeling approach to prescribe and optimize stormwater management strategies customized to manage pollutant loading from fragmented MS4 areas throughout the watershed; this novel, tiered approach enabled cost savings by focusing retrofits in MS4-responsible areas with the highest pollutant loading, while also providing information needed for watershed-scale decision making and negotiations/cost-sharing with other Responsible Parties.

Upper LA River and Rio Hondo preSIP Safe, Clean Water Program Scientific Study, 9/2020 – Present. Sr. Project Manager overseeing completion of the highest-value ($2.3M) scientific study funded by the Safe, Clean Water Program to date. Facilitating coordination with project partners, including street/road agencies, water agencies, regulators, and NGOs to identify opportunities for co-funding project and develop a long-term framework for collaboration. Conducting an unprecedented site-scale review of the entire Upper LA River and Rio Hondo Watershed Areas (750 square miles) to identify, model, and prioritize specific project opportunities; results will provide asset-level clarity to inform EWMP implementation. The collaborative project opportunities gathered from partner organizations will then be combined with the newly identified opportunities and simulated to plot a granular, actionable, and affordable pathway to compliance. Results will be input to a digital planning platform to enable agencies to view recommended project opportunities, plan investments, and track progress. Study also included recalibration of watershed model to better represent CIMP monitoring data, and rearticulation of water quality compliance goals to better align with beneficial uses.

Storm Drain Master Plan and Watershed Assessment, Pasadena 5/2020 – Present. Sr. Project Manager overseeing water quality and storm drain improvement and budget plan, including tactical inventory and condition assessment of over 90 miles of gravity mains, 12 miles of open channel, 2,718 catch basins, and 1,697 maintenance holes. The integrated master plan approach simultaneously informs data-driven capital planning decisions around drainage, water quality improvement, and water supply augmentation. After the system was inventoried, new multi-benefit stormwater project opportunities were identified, modeled, and prioritized to supplement EWMP implementation planning with an emphasis on engineering feasibility and programmatic synergy. Craftwater then led feasibility studies for two multi-benefit, regional capture projects and led grant applications to request $4.7M of external funding.

Stormwater Master Plan, City of Alhambra, 6/2020 – 2/2021. As Sr. Project Manager, oversaw completion of a City-specific Stormwater Master Plan to articulate in greater detail the project opportunities available to meet Permit requirements. The Master Plan prioritized specific projects within the City, but also searched surrounding jurisdictions for collaborative regional project opportunities. Conceptual designs were developed for the top 3 prioritized sites, and the team presented the plan to City Council.

Safe, Clean Water Program Credit Trading Framework Development, Los Angeles County Flood Control District, 5/2019-Present. Project manager providing strategic planning and program management consulting in support of developing a credit trading program that includes direct linkage to municipal stormwater Permit compliance, and that also advances the parallel goals of the Safe, Clean water Program—namely, water supply augmentation, nature-based solutions, and community investments. Establishing a framework for a strategic, market-based stormwater management program that (1) clearly satisfies Permit requirements, (2) meaningfully prioritizes multiple benefits, and (3) allows for and encourages third-party participation/investment. Specific deliverables that were developed in close collaboration with the County and The Nature Conservancy included draft ordinance language, a public-facing framework document, a workplan for further advancement of the stormwater market programs, and preparation of content and facilitation of outreach meetings with key stakeholders, including the business community and environmental advocates.

Countywide Regional Stormwater Project Screening and Concepts, Ventura Countywide Stormwater Quality Management Program, 12/2019-Present. Leading a proactive study to strategically position all 12 municipal stormwater permittees in Ventura County to respond to the impending revised MS4 Permit. Includes gathering, compilation, and synthesis of current plans, projects, and data into one centralized, web-based mapping platform; strategic, data-driven, countywide screening for additional candidate stormwater capture projects, including site-by-site visual inspection by engineers; implementation of a novel approach to project prioritization by characterizing the runoff capture potential of every parcel in Ventura County; facilitation of interviews with municipal staff and representatives to incorporate local institutional preferences and knowledge into the prioritization; development of conceptual designs and fact sheets for ten candidate projects.

Oliver D. Galang, PE, ENV SP, QSD/P, QISP
Principal Engineer

Experience Summary

Oliver Galang has more than 28 years of professional engineering experience in planning, design, construction, and program management of multi-million-dollar municipal capital improvement projects, specifically in water resources and stormwater infrastructure throughout southern California. He has extensive experience in the areas of water resources, stormwater and urban runoff management, water quality monitoring programs, flood management, and various types of green infrastructure. He is currently leading Craftwater Engineering's Water Resources services in the Los Angeles County area. Highlights of Oliver's career also include service as the Head of the Los Angeles River Watershed for the Los Angeles County Department of Public Works. His responsibilities included staff management and direction for the planning of multi-use, multi-benefit projects, with an estimated construction value of more than $60 million, along the Los Angeles River. He served as the Head of the Data Management Section for Los Angeles County Department of Public Works and was responsible for an annual budget of more than $10 million in urban runoff and stormwater quality monitoring programs, including Los Angeles County Flood Control District (LACFCD's) National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Monitoring Program. He was also responsible for managing the operations of the LACFCD flood control and water conservation system, which consisted of 14 reservoirs, 500 miles of conveyance channels, and 27 groundwater recharge facilities.

Relevant Experience

Arroyo Seco – San Rafael Wetlands and Restoration Stormwater Capture Project

Principal Engineer. This project consists of the development of a Feasibility Study and 10% Design a regional stormwater capture project that incorporates creek restoration, natural treatment wetlands, and stormwater use for irrigation. The project consists of 2 locations along the Arroyo Seco Channel in the Cities of Pasadena and South Pasadena. The project is intended to address the Cities of Pasadena's and South Pasadena's water quality actions required under the Upper Los Angeles River Enhanced Watershed Management Program. He was responsible for managing the development of the feasibility study, meeting with the Cities, stakeholders, and assisting the City with securing $5 Million in funding from the Safe, Clean Water Program.

Bellflower Water Capture Project at Caruthers Park, Phase I and II

Project Manager. This project consists of the design and construction of a regional stormwater BMP Project at the City of Bellflower's Caruthers Park. The project consists of a storm drain diversion structure, 7.5-acre-foot underground infiltration and storage facility, and pump station to the sewer and return flow to the storm drain. The project is intended to address the City of Bellflower's water quality actions stated under the Los Cerritos Channel Watershed and the Upper San Gabriel River Enhanced Watershed Management Programs. Oliver is leading the project development team and coordinating these efforts with the City Project Team and the LACFCD.

Carson Water Capture Project at Carriage Crest Park, Phase I and II, Sanitation Districts of Los Angeles County

Project Manager. This project consists of the design and construction of a regional stormwater BMP Project at the City of Carson Carriage Crest Park. The project consists of a storm drain diversion structure, 13.4 acre-foot underground storage facility, and pump station to the sewer and return flow to the storm drain. The project is intended to address the City of Carson's water quality actions stated under the Dominguez Channel Watershed Management Area Group's Enhanced Watershed Management Program. Oliver is leading the project development team and coordinating these efforts with the County Sanitation Districts, LACFCD, and the City Project Team.

EDUCATION

B.S., Civil Engineering, California State University, Fullerton, 1993

Engineering Management Graduate Studies, California State Polytechnic University, Pomona, 2005

AREA OF EXPERTISE

Water Resources, Storm water Compliance, Water Quality Monitoring Programs, BMP Design, Drainage Design, Flood Control, and Groundwater Recharge

MS Project, Primavera Scheduling

REGISTRATIONS/ AFFILIATIONS

Civil Engineer 56558, California, 1997

TRAINING/CERTIFICATIONS

Envision Sustainability Professional, November 2014

Qualified SWPPP Developer (QSD/P)

Qualified Industrial Storm Water Practitioner (QiSP)

YEARS OF EXPERIENCE

28 years

CONTACT

Email:
Oliver.Galang@craftwaterinc.com

Tel. 213.598.4178

Bolivar Park Water Capture Project, City of Lakewood Public Works Department, Lakewood, California

Project Manager. Phase I of this project consists of the development of two project concepts that will divert wet-weather and dry-weather urban runoff from the Los Cerritos Channel to an underground infiltration gallery or storage system at two City Parks, resulting in the development of 10% design documents for two City Park Regional BMPs. Phase II consisted of the development of the final design documents for an innovative regional BMP at Bolivar Park. Phase III includes the design support services during construction of the regional BMP. Oliver is leading the project development team and coordinating these efforts with the City Project Team and leading the coordination with the LACFCD.

Mayfair Park Water Capture Project, City of Lakewood Public Works Department, Lakewood, California

Project Manager. This project consists of the development of a regional BMP that will divert wet-weather and dry-weather urban runoff from the Los Cerritos Channel to an underground infiltration gallery or storage system at Mayfair Park. The project consists of the development of final design documents for an innovative regional BMP at Mayfair Park that includes stormwater capture and use for irrigation. The diversion structure consists of an air-inflated rubber dam and inlet structure. The discharge options include sanitary sewer discharge or filtration and discharge into the storm drain system. Oliver is leading the project development team and coordinating these efforts with the City Project Team and leading the coordination with the LACFCD.

AB 530 Lower Los Angeles River Revitalization Plan, Vernon to Long Beach, Los Angeles County Department of Public Works, California

Project Manager. This project consists of the development of a visionary, community-based revitalization plan for the 19-miles of the Los Angeles River, from Vernon to Long Beach. The project is being developed in response to Assembly Bill 430, which requires the development of the Lower Los Angeles River Working Group and the development of a revitalization plan that addresses the unique and diverse needs of the Lower Los Angeles River. Oliver, on behalf of the LACFCD, Rivers and Mountains Conservancy, and Assemblyspeaker Rendon, is managing the direction of the technical documentation for the Working Group, the technical teams in assessing the multiple facets of the revitalization plan, which includes a robust Community Engagement Program, assessment of the Community Economics, Public Recreation needs, sustainable water resources, and environmental enhancement opportunities.

Echo Park Lake Rehabilitation Project, City of Los Angeles, Bureau of Engineering, Los Angeles, California

Project Manager. He managed the construction phase of this $50 million project, including reviewing contractor submittals, responding to requests for information, and preparing weekly reports. This rehabilitation project was funded by the City's Proposition O Clean Water Bond. Project goals were to characterize the sediments of the existing lakebed, quantify contaminated soils, design in-lake improvements for a constructed wetland, design surrounding parkland BMPs, and provide vegetation, habitat, and parkland improvements.

Lake Hodges Reservoir Water Quality Assessment Study, City of San Diego, California

Project Manager. This project consists of an evaluation of the Lake Management issues in the reservoir and the development a conceptual design report with those recommendations. This study evaluated water quality challenges in the reservoir, including algae, regulatory demands, and quagga mussel controls in the reservoir. Scope of work also includes the development of a hydrodynamic model to estimate the potential changes to the reservoir as a result of the proposed alternatives including algae harvesting wetlands and a speece cone. He was responsible for managing the project, coordination with the stakeholders, conducting the conceptual alternatives workshop, and the development of the conceptual planning report documents.

State Route 73 Conversion from Pilot to Approved BMPs, Caltrans District 12

Technical Lead. Oliver evaluated pilot best management practices (BMPs) and developed improved skimmer designs for four pilot BMPs with skimmer outlets. This project provided a conversion plan of 22 pilot BMPs to permanent BMPs located along State Route 73 for the California Department of Transportation, and the re-design, construction, and installation of improved skimmers. He developed three concepts for improving the pilot BMP basins with skimmer outlets. These concepts consisted of improvements to the intake system, and operation and maintenance procedures.

Agua Hedionda and Calaveras Creek Channels Dredging Project, City of Carlsbad, California

Project Manager and Technical Lead. This project consists of the preparation of design plans and specifications for sloping rip rap drop structures and excavation to improve the flood control capacity of the channels. He is responsible for project management and for the development of the design documents for the City.

North Tecolote Canyon Creek Crossing, City of San Diego Public Utilities, California

Technical Lead. This project involves the development of stream crossings along the Tecolote Canyon. The stream crossings will support the City's Public Utilities to access and maintain the sewer pipeline system within the canyon areas of San Diego.

Regional Stormwater Facility Feasibility Study, City of San Jose, California

Technical Lead. The Regional Stormwater Facility Feasibility Study project consist of the evaluation of the City's requirements under the San Francisco Bay Municipal Regional Stormwater NPDES Permit for meeting Low Impact Development and Hydromodification requirements for developments and redevelopments. He was responsible for conducted the review of the permit requirements, evaluating similar programs and projects to address these requirements, and develop an approach for alternative compliance methods.

craftwater engineering, inc.

Thom Epps, PhD
Water Resources Engineer

Experience Summary

Thom Epps is a water resources engineer who specializes in innovative stormwater modeling, high-resolution geospatial assessment, and green infrastructure prioritization in urban settings. Thom comes to consulting with a diverse academic background in geospatial analysis, hydrologic research, and stormwater management innovation that lends itself well to helping clients meet hydrologic goals and improve water quality while minimizing cost. He has studied watershed management strategies and hydrology in diverse settings across the United States (Greenville and Charleston, SC; Portland, OR; Knoxville, TN; San Diego and Los Angeles, CA) as well as in Australia (Melbourne, VIC), and in cities ranging in size, stormwater regulations, and management approaches.

Mr. Epps has conducted watershed assessment, hydrologic monitoring, and stormwater management research for several years in the academic realm and consulting before joining Craftwater. Since joining Craftwater, he has been involved extensively in the development and analysis of a larger number of Safe, Clean Water Program projects and submissions. His work employs state-of-the-science approaches, coupling proven hydrologic models with high-resolution geospatial assessment to improve model results and provide greater assessment potential to explore a full suite of options to meet client needs. He is skilled in LSPC, SUSTAIN, SWMM and other hydrologic models and he uses coding in Python and R to create custom analytical tools and enhance hydrologic information from available municipal datasets.

EDUCATION

PhD, Civil and Environmental Engineering (Water Resources), U. of Tennessee, 2018.

M.S., Biosystems Engineering Clemson University, 2012.

B.S., Industrial and Systems Engineering, Georgia Institute of Technology, 2004.

AREA OF EXPERTISE

Urban hydrology and stormwater management

Geospatial watershed assessment and modeling

Hydrologic and water quality modeling

Watershed management plan development

BMP modeling, evaluation, and design

Automated “big data” analysis

REGISTRATIONS/ AFFILIATIONS

American Society of Civil Engineers (ASCE)

American Water Resources Association (AWRA)

YEARS OF EXPERIENCE

5+ years

CONTACT

Email: Thom.Epps@craftwaterinc.com

Relevant Experience

Ventura Regional Stormwater Capture Project, Ventura Countywide Stormwater Quality Management Program, 2019 to present. Led the identification of 50+ prioritized regional BMP opportunities County-wide and utilized stakeholder engagement to select and develop the 10 most impactful and institutionally-integrated project opportunities into detailed concepts to aid in BMP planning for the County in anticipation of revised Permits across County watersheds.

Rio Hondo/San Gabriel Revised Watershed Management Compliance Sensitivity/Certainty Analysis, City of Monrovia, 2020. Modeling lead the modeling, sensitivity, and certainty analysis in support of independent expert review of the novel compliance interpretations utilized in the Revised Enhanced Watershed Management Program for the Rio Hondo/San Gabriel River Water Quality Group. This study employed complex, iterative, and robust modeling analysis to assure the approach would result in resilient infrastructure solutions to be submitted for Safe, Clean Water Program funding.

Storm Water Harvesting and Use Study, City of San Diego, 2019 to present. Leading the geospatial screening, modeling, and quantification for various potential stormwater harvesting activities to quantify and compare these strategies to help the City of San Diego make focused decisions about how they might best incorporate these strategies into their water resources management programs.

Los Cerritos Channel Watershed Feasibility Studies, Richard Watson and Associates, 2019 to present. Lead modeler in the characterization of runoff and water quality and BMP optimization for 4 regional BMPs for Safe, Clean Water Program submissions. Each regional BMP represents unique site constraints and design parameters that were accounted for in modeling and configuration comparisons to ensure that each design is right-sized to the watershed it services and is constructed to utilize the most impactful capture reuse options that will contribute to broader region water resource goals.

Lower San Gabriel River Watershed & Lower Los Angeles River Watershed Project Feasibility Studies, John Hunter and Associates, 2019 to present. Lead modeler in the characterization of runoff and water quality and BMP optimization for 6 regional BMPs for Safe,

Clean Water Program submission. Each regional BMP represents unique site constraints and design parameters that were accounted for in modeling and configuration comparisons to ensure that each design is right-sized to the watershed it services and is constructed to utilize the most impactful capture reuse options that will contribute to broader region water resource goals. Analysis was performed with consideration of other planned projects to ensure that BMPs are designed to work together and do not inhibit the performance of any other known regional projects.

Famosa Slough Watershed Master Plan, City of San Diego, 2018 to 2019. Supported hydrology and water quality modeling revision and led the BMP opportunity identification for Famosa Slough watershed. Focused BMP opportunities to address nutrient loading and to retrofit existing BMPs to improve their performance and provide the most cost-effective solutions for the watershed water quality goals.

Strategic Project Pilot Study for Compton Creek Watershed, Los Angeles County Department of Public Works, 2018 to 2019. Lead modeler for the development, implementation, and validation of a novel strategic method for stormwater capture project planning for the 2,680 square miles of watershed that is managed by Los Angeles County Flood Control District. High-resolution data and on-the-ground engineering provided the foundation for project identification and screening, then analytical tools were used to characterize potential performance using meaningful metrics (e.g., average annual volume captured, annual pollutant load captured). Iterative modeling and values-based ranking were used to develop the most impactful and cost-effective projects for the watershed. This modeling framework is currently being applied to additional watersheds as planning efforts in the region are refreshed.

Water Quality Characterization Study for Central Avenue Drain, Ventura County Watershed Protection District, 2018 to 2019. Modeled long-term (100+ years) runoff simulation for the characterization of runoff and effective BMP sizing for an agricultural watershed in Ventura County to inform design of a spreading basin. Included analysis to identify applicable water quality objectives for comparison, hydraulic modeling of various pretreatment configurations, and recommendations for treatment to protect surface water and groundwater resources.

Greenbelt Infiltration Project, City of Hermosa Beach, 2018 to 2019. Lead modeler for development of a preliminary design report for a regional stormwater capture facility. Headed modeling and characterization of runoff and water quality, as well as BMP optimization modeling to guide design decisions.

Culver Boulevard Stormwater Infiltration and Retention Project, City of Culver City. 2018 to 2019. Lead modeler in the development of baseline hydrology and water quality models as well as optimization of a regional BMP located in an important community parkway. A variety of BMP configurations were explored, modeled, and optimized to present the City with a variety of options that were jointly assessed against community desires and project outcomes. Ultimate recommendations represent an optimization process that truly accounted for the best scientific and engineering options as well as client wishes and community needs. Runoff contribution analysis for this project was utilized to secure a water quality/cost-sharing option for the client with an additional jurisdiction to account for water quality benefits deriving from runoff outside of Culver City boundaries. This analysis and approach were approved by the Los Angeles Regional Water Quality Control Board.

Green Street Implementation Plan for Dominguez Channel Watershed Management Area. 2017 to 2018. Lead modeling efforts on the creation of a green street implementation master plan for the Watershed Management Area in the Dominguez Channel watershed near Los Angeles, CA. Analysis included the use of high-resolution geospatial data to characterize the urban landscape so opportunities for green streets were accurately identified and optimization was hydrologically guided to rapidly generate the most cost-effective options for the client. The EPA SUSTAIN model was used in conjunction with custom scripting in Python and R to iterate over all possible configurations of BMP location, size, and type to identify the most cost-effective distributed applications of green infrastructure that will work in concert across the watershed to address water quality goals. Baseline water quality loading was modeled using LSPC to provide SUSTAIN models accurate and realistic pollutant loading data. Analysis considered and accounted for both planned and implemented regional BMPs by member jurisdictions so that recommendations do not overcompensate in areas where current projects are already functioning, or future projects are already planned.

Multi-Benefit Stormwater Capture Projects for USGR EWMP, City of Industry. 2017 to 2019. Lead modeler for baseline hydrology and water quality for seven stormwater capture projects that were identified by the Upper San Gabriel River (USGR) Enhanced Watershed Management Plan (EWMP) as priority projects to help jurisdictions located in the watershed meet compliance for water quality. Each project was assessed using spatial analysis to refine drainage area estimates and these were used in the WMMS modeling framework to develop baseline hydrology and water quality conditions for use in project optimization. Each site offers varying constraints and opportunities that determines the available options for stormwater capture and treatment. Projects were optimized in regard to modeling results and site constraints to provide recommended configurations for large-scale stormwater capture units that will provide the greatest water quality benefit for areas in the EWMP to help meet final compliance.



Kiernan Brtalik, CPSWQ, QSD/P

Director, Watershed Sciences

With over 13 years' experience, Kiernan oversees the implementation of various monitoring and assessment studies, permitting and compliance projects, and consultation for an array of watershed-scale programs. This includes the implementation of surface and groundwater monitoring programs driven by the Sustainable Groundwater Management Act (SGMA) and basin-specific Groundwater Sustainability Plans (GSPs), TMDLs, 303(d) listing status evaluations, and Best Management Practice (BMP) water treatment efficacy studies. Kiernan also supports numerous water quality NPDES permit compliance programs including Waste Discharge and Water Recycling Requirements for discharges for wastewater treatment facilities and dewatering activities, Municipal Separate Storm Sewer System discharges (Phase I, Phase II, and Caltrans MS4 permits), and stormwater discharge from construction sites and industrial facilities (Statewide IGP and CGP). He has participated in regional studies such as the Southern California Stormwater Monitoring Coalition (SMC) Regional Watershed Monitoring Program and Southern California Bight Regional Monitoring Program. Furthermore, he supports clients in developing environmental planning documents to meet CEQA and other regulatory agency requirements.

EDUCATION

MESM, Water Resources and Conservation Planning, University of California, Santa Barbara. Bren School of Environmental Science & Management

BA, Philosophy and Business Management, Stony Brook University

CERTIFICATIONS/ REGISTRATIONS

Qualified SWPPP Practitioner/Developer (QSP/D) #26402

Certified Professional of Storm Water Quality (CPSWQ) #1110

OSHA 40 Hour HAZWOPER #91237

YEARS OF EXPERIENCE

13

SELECT PROJECT EXPERIENCE

Director, Ventura County Public Works Agency – Ventura River Algae TMDL Compliance Monitoring and Reporting, Ventura
Kiernan oversees the compliance monitoring and reporting services related to the Ventura River and Tributaries Algae, Eutrophic Conditions, and Nutrients TMDL (Algae TMDL). Monitoring and reporting activities are completed in accordance with the Comprehensive Monitoring Plan, which specifies protocol for water quality sampling and analysis; algae sample collection, processing, and testing; and continuous water quality data collection using remote data sondes. As part of this project, Kiernan coordinates Rincon's core technical staff, as well as activities across three additional partnering firms. His support to the client has been instrumental for receiving favorable outcomes in monitoring and reporting modification requests to the Regional Board.

Director, California Trout, Inc – Pollutant Source Identification Study for the Harvey Diversion Fish Passage Remediation Project, Santa Paula
Kiernan conceptualized this project with the client and oversaw the development and implementation of this investigation. Taking a phased approach, the team completed an initial desktop study followed by a field reconnaissance to site monitoring locations and develop schedules based on watershed conditions and local knowledge. The watershed has been segmented into discrete study areas to isolate potential sources of water quality impairment in the watershed (e.g., on-site wastewater treatment systems, sanitary sewer infrastructure, recreational activities, livestock and agriculture, natural sources, and stormwater). Analytical samples for FIB, human DNA markers, and other intrinsic tracers were collected routinely and during storm events to evaluate potential water quality drivers related to seasonal land uses, human uses, baseflow conditions, and overland flows related to storm events. Continuous water quality and level data were collected to inform the investigation. Reporting activities include quarterly updates, a final summary report, and stakeholder outreach to guide management actions for pollution prevention.

Project Director, Ventura County Watershed Protection District – Ventura Countywide Stormwater Monitoring Program, Ventura
Kiernan oversees stormwater monitoring and sampling activities to meet the Ventura Countywide MS4 Permit requirements. This program assesses potential impacts of MS4 discharges on receiving waters, evaluates overall health and long-term trends in water quality, and evaluates performance against TMDL targets and water quality objectives. Kiernan ensures staff are properly trained and equipped to conduct stormwater composite sampling, grab sample collection, and in-situ water quality parameter measurements at fourteen monitoring locations.

Project Manager/Director, Upper Ventura River Groundwater Agency – Groundwater Sustainability Plan Support Services, Ojai
Kiernan leads an interdisciplinary team of professional hydrogeologists, biologists, and fisheries biologists to support GSP development and ongoing implementation. Specific focus areas include interconnected surface water, Groundwater Dependent Ecosystem (GDE), sustainability criteria development and assessment through special studies and ongoing monitoring, monitoring plan development, and projects and studies to address data gaps (per SGMA requirements). Field data are collected, and data managed through AGOL tools. Kiernan works closely with GIS analysts and numeric modelers to evaluate simulated scenarios of groundwater and surface water elevation and discharge rates to assess potential effects to beneficial uses and users of groundwater. The team provides environmental compliance and permitting services related to the development of projects, including CEQA documentation and regulatory agency correspondence, permit applications, and permit compliance. In addition, grant writing support is provided for technical considerations of surface water and groundwater interconnectedness, monitoring approaches and strategies, and sensitive biological resources. Additional skills important to this project includes public outreach, engagement, and public presentations that include water agency, environmental, regulatory, and agricultural stakeholders.

Project Scientist, City of Ventura – Ventura Wastewater Treatment Facility NPDES Permit Compliance Monitoring in Santa Clara River Estuary, Ventura
Supports fish and habitat assessments for the City related to requirements in the current NPDES permit for discharge to the Santa Clara River Estuary. This permit authorizes discharges of treated water to the Santa Clara Estuary, and includes a schedule for ramping down discharges as the City recycles treated water for distribution. As part of this project, he helped the team develop a novel habitat monitoring approach to meet new requirements established by the updated NPDES permit (No. CA0053651, Order R4-2020-0024).

Project Scientist, City of San Diego – Los Peñasquitos Lagoon Sediment TMDL Compliance Monitoring and Special Study, San Diego
Kiernan planned, coordinated, and implemented the TMDL-driven water quality monitoring programs. Key achievements during this project include: Monitoring site selection, flow and water quality equipment installation, and station maintenance at eleven (11) riverine sampling locations; Development and maintenance of rating curves for low and high flow conditions using area velocity bubbler systems and field instruments including handheld velocity meters and acoustic doppler current profilers; Management of hydrological and lab analytical data to estimate flow and sediment transport; Calculation of event mean concentrations, and estimation of annual sediment load based on hydrologic data, which were used to demonstrate TMDL compliance; and annual compliance reporting to meet MS4 permit and TMDL requirements.

Project Scientist, Caltrans – Stormwater BMP Efficacy Study and TMDL Compliance Monitoring and Reporting, Various Counties/Cities, California
Kiernan assessed the efficacy of Caltrans' stormwater BMP technologies, as well as compliance with various TMDLs, he worked with a team of hydrologists and environmental scientists to monitor storm events and the receding hydrographs at treatment facilities in Caltrans District 8, 11, and 12. Caltrans' stormwater facilities collect and treat discharge from subdrainages within their right-of-way prior to discharge to receiving water bodies.

Project Manager and Technical Lead, Santa Ynez Band of Chumash Indians – Non-Point Source Management Plan, Santa Ynez, California
Kiernan prepared the 2020 Non-Point Source (NPS) plan update for submission to the United States Environmental Protection Agency to satisfy requirements of the NPS Pollution Control Program, as detailed in the Clean Water Act (CWA), Section 319. Under CWA Section 319, Native American tribes receive grant money to support a wide variety of activities including technical assistance, financial assistance, education, training, technology transfer, demonstration projects, and monitoring to assess the success of specific non-point source implementation projects. The plan presented an integrated approach to planning, implementing, and prioritizing actions to address NPS

pollution on the Reservation, in addition to a preliminary analysis of available water quality data to guide water quality management decisions. Both structural and administrative best management practices were recommended to protect the Zanja de Cota Creek watershed and groundwater resources.

Project Manager, Rancho Palos Verdes (sub to Anchor QEA) – Palos Verdes Peninsula Coordinated Integrated Monitoring Program, Palos Verdes
Kiernan managed a team of trained and experienced field staff to conduct stormwater monitoring as part of the Palos Verdes Peninsula CIMP outfall monitoring program. Core responsibilities were to ensure field teams were properly trained and equipped for mobilization to the outfall monitoring locations to collect aliquot samples, water quality field parameters, and to created composite time-weighted samples. This monitoring was completed in accordance with the CIMP to meet MS4 permit requirements.

Project Manager/Director, Central Coast Agriculture – Stormwater Hydrology Study, Los Alamos
Kiernan provided technical support related to Central Coast Agriculture's Lake and Streambed Alteration Agreement (LSAA) with California Department of Fish and Wildlife (CDFW) for its property located in Los Alamos. Rincon is developing a hydrology study in accordance with CDFW's request for additional information to finalize the LSAA. This hydrology study will inform stormwater management considerations at the property to protect water quality and natural habitats.

Technical Lead, Central Coast Agriculture – Stormwater Management Plan, Buellton and Los Alamos
Providing technical support related to Central Coast Agriculture's Stormwater Management Plans for its two farms located in Buellton and one farm located in Los Alamos, California. Rincon is assisting in evaluating stormwater management needs for these farms, joining site visits and consulting on appropriate solutions.

Project Scientist, City of San Diego – Shelter Island Yacht Basin Copper TMDL Monitoring, San Diego
Kiernan was responsible for the collection of time weighted grab samples for storm monitoring. In addition, he was co-author for annual monitoring reports. As part of the reporting requirements, he calculated event mean concentrations, and estimation of annual Copper load based on hydrologic modelling data using EPA SWMM. These results were used to demonstrate TMDL compliance.

Project Scientist, National Steel and Shipbuilding Company – South San Diego Bay Shipyard Sediment Study, San Diego
As field sampling technician, Kiernan provided field support for sediment sample collection within San Diego Bay. Sample locations were targeted based on dredge footprint areas and were selected to determine whether the cleanup of toxic sediment was complete. Sediment cores were collected from the water surface, utilizing Vibracore technology, which penetrates an aluminum tube up to six feet below the seabed level. Sample cores were segmented based on material type and depth, and sample aliquots from each soil type were composited and delivered to the laboratory analysis.



Christopher Julian

Principal Regulatory Specialist

Chris has 20 years of experience as an environmental consultant, including 12 years as an interdisciplinary project manager. His technical emphases include environmental analyses under NEPA and CEQA, all aspects of California and federal stream and wetlands permitting (including agency coordination and negotiations, jurisdictional determination, wetlands functional assessment, and 404(b)(1) analysis), and endangered species permitting. He effectively assists clients in developing strategic regulatory compliance solutions, and has managed and prepared highly complex CEQA, NEPA, and ESA documents. Chris also has an extensive stream ecology background, encompassing lake and stream bioassessments, surveys for aquatic wildlife species, and mapping of aquatic habitats. He is a trained wetlands delineator and a Fully Trained California Rapid Assessment Method (CRAM) practitioner and has provided training on environmental permitting to various organizations throughout California.

EDUCATION

BS, Aquatic Biology, University of California, Santa Barbara

CERTIFICATIONS/ REGISTRATIONS

California Rapid Assessment Method Trained: Riverine and Estuarine Wetlands

California Rapid Assessment Method (CRAM) Fully Trained Practitioner, 2012

Elkhorn Slough Foundation Blunt-Nosed Leopard Lizard Workshop, 2009

Elkhorn Slough Foundation California Red-Legged Frog Survey Training, 2013

Los Angeles County SEATAC Biologist

YEARS OF EXPERIENCE

20

SELECT PROJECT EXPERIENCE

Biological Resources Task Leader, Ojai Valley Sanitary District – Ventura River Algae Inventory Study, Ventura County
Supervised a team of aquatic biologists in a long-term study of algal distribution and abundance in the Ventura River. The project has been ongoing since 2004 and includes monthly surveys at a suite of sample sites along the lower river both upstream and downstream of the Ojai Valley Sanitary District's wastewater treatment plant outfall. Many physical, chemical, and biological factors are measured at each site, including algal cover, irradiance, streamflow, nutrient concentrations, and abundance of grazers to discern the factors controlling algal distribution and abundance in the river.

Biological Resources Task Leader, City of Goleta – Lake Los Carneros Limnology Study, Santa Barbara County
Chris oversaw a team of biologists conducting monthly assessments of the overall health of Lake Los Carneros, a manmade catchment, during drought conditions. Physical and chemical characteristics were evaluated to establish a body of baseline environmental information that could be used to track trends over time. Provided recommendations to the City of Goleta regarding possible options intended to maintain water levels, improve water quality, and enhance the lake ecosystem.

Lead Reviewer, Ventura County Watershed Protection District – Flood Control Maintenance Program EIR, Ventura County
Responsible for cover-to-cover senior technical review of a Program EIR prepared in support of an updated flood control manual for the Ventura County Watershed Protection District. The project included preparing a comprehensive inventory of the District's flood control facilities, and identifying requirements relative to biological, cultural, and other resources that would apply to maintenance of each facility. The intent of the project was to facilitate comprehensive federal and state permitting for impacts to jurisdictional waters that would occur during maintenance activities.

Biologist Resources Lead, City of Santa Barbara – Goleta Slough Mouth Management Biological Assessment, Santa Barbara County
Chris provided biological services in support of preparation and permitting of a maintenance program for the mouth of the Goleta Slough at Goleta Beach County Park. He assisted with a biological assessment to maintain water levels within the Goleta Slough which included agency coordination and exploring pumping options. Growing concern over an increasing waterfowl population in the Goleta Slough near airport runways prompted this assessment, which resulted in the development of a wildlife management plan. Development of this maintenance program is intended to reduce the risk of bird strike at the adjacent Santa Barbara Airport and alleviate public health concerns related to mosquito breeding, without jeopardizing rare, threatened, and endangered species or their habitat. The project also involved preparation of a wildlife hazard assessment for bird aircraft strike hazards by a qualified FAA airport wildlife biologist.

Principal in Charge, Casitas Municipal Water District – Robles Dam and Diversion Facility Operations and Maintenance Permitting, Ventura County
Guided a multi-disciplinary team of permitting professionals securing programmatic permits for operation and maintenance of the Robles Dam and Diversion Facility and related water diversion infrastructure on the Ventura River. The project included 404/401/1600 permits, including associated technical studies, Section 7 and Section 106 consultations, and CEQA and NEPA review. The project was subject to oversight by the U.S. Bureau of Reclamation, and was intended to streamline the multiple permits required so that maintenance and repairs could be conducted timely and the diversion could operate at design capacity.

Principal in Charge, Goleta Water District – Pipeline Blowoff Replacement Program, Santa Barbara County
Oversaw a multi-disciplinary team supporting the District's replacement of several pipeline blowoff valve outlets in coastal streams in and around the city of Goleta. Each project included an aquatic resources delineation, biological and cultural resources surveys, and preparation of agency permit applications. Key issues included the feasibility of alternatives, presence of California red-legged frog and Southern steelhead and designated critical habitat for these species, work in and near public parks, and topographically constrained work areas.

QA/QC and Technical Advisor – United Water Conservation District – Freeman Diversion Renovation, Operation, and Maintenance Project, Ventura County
Provided quality assurance and guidance to biologists developing a multi-species Habitat Conservation Plan and related technical studies and regulatory permit application packages for renovation of the Freeman Diversion facility on the Santa Clara River. The project was highly controversial, with deadlines for the regulatory permit applications and other submittals specified by a consent decree stemming from litigation over the facility's effects on Southern steelhead migration in the river.

Principal in Charge, Montecito Water District – Juncal Pipeline Emergency Repair at Fox Creek, Santa Barbara County
In response to severe storms in January 2023, Christopher led a team of biologists, archaeologists, and stormwater professionals facilitating replacement of the Juncal pipeline, a critical piece of water delivery infrastructure that was exposed and severely damaged during the storms. Services included preparing emergency notifications to the USACE, RWQCB, and CDFW, and negotiating a Temporary Use Permit from the Los Padres National Forest. Biological and archaeological surveys were conducted, and the project's limits were adjusted to avoid sensitive resources. During construction, Christopher's team provided biological, archaeological, and stormwater monitoring services to ensure the project did not adversely impact the Santa Ynez River, which supports the California red-legged frog and arroyo toad in this region. Nesting bird surveys and monitoring were also performed, as this time-sensitive repair was conducted during the peak of the nesting season.

Principal-in-Charge, Santa Clarita Valley Water District – Honby Pipeline Replacement Project, Los Angeles County
Oversaw biologists preparing aquatic resources permit applications for replacement of a major water supply pipeline crossing the Santa Clara River in the Santa Clarita Valley. The team prepared applications for Clean Water Act Section 404 and 401 coverage, and a Streambed Alteration Agreement. An alternatives analysis and compensatory mitigation plan accompanied the applications, as required by the Regional Water Quality Control Board.

Thomas Sanford, QSD/P, QISP, CPESC

Watershed Scientist and Water Quality Specialist



Thomas is a highly experienced Watershed Scientist who has a wide-ranging expertise in surface water and groundwater resource management. He is skilled in the collection, analysis, and interpretation of water quality data and is well versed in the design and implementation of monitoring programs that assess long-term trends, effectiveness of best management practices (BMPs), and pollutant source impacts to groundwater, surface water, and aquatic resources. In addition to his technical expertise, Thomas has a thorough understanding of various water quality permitting programs including Waste Discharge Requirements, Municipal Separate Storm Sewer System (MS4) permits (Phase I and Phase II), and construction and industrial general permits (CGP and IGP). Thomas's technical expertise in surface water and groundwater resource management, combined with his knowledge of various water quality permitting programs, allows him to provide technical evaluation of water quality conditions, conceptualize impediments and solutions, and offer effective regulatory support. He can help clients navigate the complex regulatory landscape and ensure compliance with permit conditions, while also developing effective management strategies to protect and improve water quality.

EDUCATION

MS, Forestry Sciences, California Polytechnic State University, San Luis Obispo

BS, Forestry and Natural Resource Management, California Polytechnic State University, San Luis Obispo

CERTIFICATIONS/ REGISTRATIONS

Qualified SWPPP Practitioner/ Developer (QSP/D) #27416

Qualified Industrial SWPPP Practitioner (QISP) #1192

Certified Professional in Erosion and Sediment Control (CPESC) #9476

YEARS OF EXPERIENCE

10+

EXPERIENCE

Rincon Consultants, Inc. (2022 to present)

Tetra Tech (2017 to 2022)

Pulau Corporation (2016)

Morro Bay National Estuary Program (2013 to 2015)

AmeriCorps Watershed Stewards Project (2011 to 2013)

SELECT PROJECT EXPERIENCE

Environmental Scientist, City of Malibu – Coordinated Integrated Monitoring Program (CIMP) for the North Santa Monica Bay Coastal Watersheds, Malibu
Thomas participated in an interdisciplinary team that developed the CIMP annual report. Thomas's responsibilities focused on the organization and analysis of precipitation, stream flow, wet/dry weather receiving water and outfall water quality, and other technical data for compliance with applicable TMDLs, WQBELs, receiving water limitations, and action levels. The data assessments required thorough knowledge of the program and the ability of organize data from a variety of sources and formats. Through his analyses, the team was able to identify the effectiveness of implemented stormwater and non-stormwater control measures and overall compliance with the MS4 permit.

Environmental Scientist, Central Coast Water Quality Preservation, Inc. – Central Coast Cooperative Monitoring Program, Various Counties/Cities, California
The agricultural community developed the Central Coast Cooperative Monitoring Program to meet the requirements of the General Waste Discharge Requirements for Discharges from Irrigated Lands (Ag. Order) issued by the Central Coast Regional Water Quality Control Board. Thomas served as field lead for two of the three monitoring units that comprise the program, and his field responsibilities included surface water quality sampling, flow monitoring, coordination with multiple laboratories, training of field personnel, and ensuring that field personnel follow correct protocols. In addition to his field contributions to the program, Thomas was integral in the development of the program's annual report including determination of applicable TMDL and Basin Plan Water Quality Objectives, calculation of TMDL and Basin Plan Water Quality Objective exceedance rates, and interpretation of statistical trends.

Environmental Scientist, Los Angeles Department of Water and Power – Harbor Generating Station Stormwater Compliance Assessment, Wilmington
Tom participated in an interdisciplinary group of scientists and engineers whose aim was to assess IGP compliance options for the power plant. He analyzed historical water quality data to determine magnitude and frequency of permit limit exceedances, conducted a thorough pollutant sources assessment and BMP placement survey that identified potential high priority drainage areas and BMP placement locations. Additionally, he was critical in the development of BMP feasibility matrix that summarized potential BMP options, costs, and likelihood of permit compliance.

Environmental Scientist, Central Coast Water Quality Preservation, Inc. – Central Coast Groundwater Monitoring Program, Various Counties/Cities, California
The Central Coast Groundwater Monitoring Program required the sampling of thousands of domestic and irrigation wells throughout the Central Coast of California. To help facilitate this task, Thomas helped develop a data collection application that leveraged large well and agricultural ranch datasets and was used to manage collected field data. The application allowed program managers to efficiently schedule and track field activities over a large geographic area. Following completion of field activities, Thomas conducted a comprehensive completeness check that identified outstanding ranches yet to be sampled. The completeness check required the analysis and careful organization of large water quality and ranch datasets. Thomas also conducted the preliminary the groundwater quality data analysis by comparing results to established limits and identifying groundwater basins and sub-basins that commonly exceeded the established limits.

Environmental Scientist, San Diego Unified Port District – Marine Terminal Stormwater Monitoring Program, San Diego
Thomas was highly involved in the development and implementation of the Port's Marine Terminal Stormwater Monitoring Program. Thomas assisted in the development of the Monitoring Program's design including the selection of stormwater sampling constituents, sampling locations, sampling frequency, and proper grab and auto-sampling techniques. He was field lead in the annual deployment of auto-sampling equipment which required confined space entry and developed a precipitation and discharge runoff model that was used to program auto-samplers for flow-paced sampling. Thomas also developed a tidal model that was used to predict future tidal elevations in relation to the invert elevations of targeted sample locations. Additionally, Thomas participated in the development of the Monitoring Program's Effectiveness Assessment where he helped determine stormwater effluent and BMP effectiveness criteria for various temporal and spatial scales.

Monitoring Coordinator, Morro Bay National Estuary Program – Annual Benthic Macroinvertebrate Bioassessment, Morro Bay
Thomas was the field lead for the Morro Bay National Estuary Program's annual benthic macroinvertebrate bioassessment and is well versed in the implementation of the Surface Water Ambient Monitoring Program (SWAMP) bioassessment protocol including field collection of macroinvertebrates, benthic algae, and physical habitat in wadable streams. He also maintained and updated the Morro Bay National Estuary Programs bioassessment database which was used to determine trends in various taxa metrics and biotic indices.

Watershed Scientist, Upper Ventura Groundwater Agency – Groundwater Dependent Ecosystem Monitoring, Ventura County
Tom oversaw field staff in the planning and deployment of long-term surface water monitoring equipment to assess potential interconnection between surface water and groundwater. Tom analyzed various factors including geological characteristics of the area, hydrological patterns, historical water level data, and ecological significance to identify the most appropriate locations for water level sensor deployment. Through his expertise and in-depth knowledge of hydrology, he ensured that the chosen locations would provide valuable and representative data for further analysis. Once the locations were selected, Tom coordinated with the field staff to execute the deployment of the monitoring equipment. He oversaw the installation process, ensuring that the sensors were placed accurately and calibrated appropriately. As the monitoring equipment started gathering data over an extended period, Tom's role evolved into data management and analysis. He carefully compiled and organized the collected information, including water levels, flow rates, and other relevant parameters.

PUBLICATIONS/PRESENTATIONS

Surfleet C, Sanford T, VanOosbree G, Jasbinsek J. Hydrologic Response of Meadow Restoration the First Year Following Removal of Encroached Conifers. Water. 2019; 11(3):428.



Ryan Thacher, PhD, PE

Director of Site Assessment and Remediation

Dr. Thacher is an environmental engineer with over 13 years of experience in developing strategic, creative solutions to complex environmental issues. He is frequently engaged in technically demanding projects involving contaminated environmental media, water quality, and water resources. Dr. Thacher has extensive experience developing and executing technical, defensible studies to evaluate contaminant fate and transport in groundwater and surface waters and using methods of environmental forensics to identify contaminant sources or determine timing of a release. Dr. Thacher has applied his expertise in environmental chemistry to projects involving chlorinated hydrocarbons, petroleum hydrocarbons, and emerging contaminants including per- and polyfluoroalkyl substances (PFAS), 1,4-dioxane, and hexavalent chromium. In addition, Dr. Thacher has experience in stormwater permitting and compliance under the Industrial General Permit, Construction General Permit, and Municipal Separate Storm Sewer System programs. Further, he has helped design and implement modeling studies to site and design diffusers, and to evaluate the impact of industrial discharge and treated wastewater on receiving waters. Dr. Thacher is also involved in California water supply and drought issues, with expertise in hydrodynamics and water quality within California's Bay-Delta estuary.

EDUCATION

PhD, Environmental Engineering, University of Southern California

BS, Chemical Engineering, University of California, Santa Barbara

CERTIFICATIONS/ LICENSES

Licensed Professional Civil Engineer (California), #87757

Certified 40-hr HAZWOPER

EXPERIENCE

13 years total

4 years with Rincon

OFFICE LOCATION

Los Angeles, California

EXPERIENCE RELEVANT TO DEPARTMENT OF WATER RESOURCES

Director-in-Charge/Technical Advisor, Multiple Clients – Watershed Sanitary Survey (WSS) Updates, California

- Oversaw development of WSS updates for the Santa Barbara Desalination Plant, Carlsbad Desalination Plant, City of Poway (Lake Poway), and the City of Stockton
- Contribute technical oversight to the City of Sacramento for WSS updates for the Sacramento and American Rivers

Technical Lead, Byron-Bethany Irrigation District (BBID) – Administrative Civil Liability Complaint Support, Byron, California
Performed a forensic evaluation of source water contributions to the BBID intake in the Sacramento-San Joaquin Delta during a two-week period following curtailment orders issued by the Department of Water Resources in response to an Administrative Civil Liability Complaint.

Project Manager and Technical Lead, Western States Petroleum Association – NPDES Permit Renewal Technical Support, San Francisco Bay Area, California
Modeled near-field and far-field plume behavior of effluent discharged from diffusers at four industrial facilities in the San Francisco Bay using Visual Plumes. Modeled plume behavior over a range of tidal and seasonal conditions to determine dilution at the edge of the mixing zone to support National Pollutant Discharge Elimination System (NPDES) permit renewals.

Testifying Expert, Private Developer (Confidential Client) – Administrative Civil Liability Complaint Support, Orange County, California
Planned and implemented an evaluation of sediment discharge from a mass graded construction site in Orange County, California, and its impact on beneficial uses of receiving waters. Dr. Thacher testified in front of the San Diego Regional Water Quality Control Board in January 2022.

Project Manager and Technical Lead, United States Department of Justice (DOJ) Facilities (Confidential Client) – Stormwater Compliance/Litigation Support, California
Provided technical support to the DOJ in response to two Clean Water Act citizen suits alleging violations of effluent limitations of the Industrial General Stormwater Permit at northern California and southern California facilities. Dr. Thacher conducted a review of water quality data collected from monitoring locations at each facility for comparison with effluent limitations and applicable water quality standards in receiving waters, in addition to considering dilution as a result of tidal fluctuations.

Director-in-Charge, Mission Springs Water District – Technical Review of Proposed Changes to Waste Discharge Requirements (WDRs), Desert Hot Springs
Evaluated WDRs proposed by the Colorado River Basin Regional Water Quality Control Board for a wastewater treatment plant (WWTP) related to nitrogen and total dissolved solids effluent limitations and supported negotiations between parties.

Director-in-Charge, Mission Springs Water District – Administrative Civil Liability Complaint Support, Desert Hot Springs, California
Evaluated potential for harm consistent with State Water Resources Control Board enforcement policy following the unpermitted discharge of secondary treated wastewater. Prepared a technical memorandum to support settlement discussions with the Colorado River Basin Regional Water Quality Control Board.

Project Manager and Technical Lead, City of Antioch, City of Stockton, and City of Brentwood, WaterFix (currently named Delta Conveyance) Administrative Hearings – Technical Support in Anticipation of Litigation, Northern California
Supported multiple cities in the State Water Resources Control Board administrative hearings on the petition filed by the California Department of Water Resources and U.S. Bureau of Reclamation requesting changes in water rights for the California WaterFix Project. Quantified anticipated water quality impairment from proposed WaterFix operations based on Delta Simulation Modeling results and drafted testimony.

Contract Manager, Metropolitan Water District – Professional and Technical Services for Bay-Delta Issues, Sacramento-San Joaquin Bay-Delta
Managing the on-call contract for General Environmental Planning, Permitting, and Regulatory Processes (CEQA/NEPA); Carbon Capture Storage; and Scientific & Technical Report Writing, Briefing Material Development, and Grant Writing. Supported Metropolitan in securing a $20M grant for a proposed project on Bouldin Island.

Director-in-Charge, Metropolitan Water District – Hazards Assessment for Rail Replacement Project, La Verne
Developed and implemented a shallow soil assessment along a rail line proposed for replacement adjacent to a water treatment facility. Assessed soils in the construction envelope for human and environmental risk to mitigate potential impacts during construction and supported soil management strategy.

Director-in-Charge, Atascadero Mutual Water Company – Groundwater PFAS Source Identification, Atascadero, California
Developed a conceptual fate and transport analysis and analyzed groundwater PFAS data to support a forensic investigation in anticipation of litigation. Planned and implemented groundwater sampling to assess a potential source of Class B firefighting foam to the basin.

Director-in-Charge, City of San Diego – Groundwater PFAS Source Identification, San Diego, California
Investigated PFAS sources to groundwater at a single supply well in anticipation of litigation through a review of PFAS groundwater data, local hydrology, and nearby suspected PFAS release sites.

Director-in-Charge, City of Redlands – Site Investigation for PFAS Impacts, Alabama Street Septage Ponds, Redlands, California
Conducting a soil and groundwater assessment of PFAS impacts at a former septage disposal site. Actively engaged with the City of Redlands and the Santa Ana Regional Water Quality Control Board to conduct additional assessment and develop a remedial approach.

Technical Advisor, Flooring Manufacturer (Confidential Client) – Proposition 65 Liability Assessment for PFAS Discharges, Orange County, California
Assessed the transport and fate of PFAS from an industrial wastewater stream in Los Angeles to evaluate if the facility was potentially liable under Proposition 65.



Steve Howard

Senior Fisheries Biologist

Steve Howard is a certified fisheries professional with 23 years expertise in water quality assessment, instream flow studies, fish and aquatic invertebrate population analysis, aquatic studies including fishery and amphibian habitat assessment and population surveys, Endangered Species Act consultations, fish and amphibian species identification, fish passage assessment, and wildlife population surveys. Steve has performed numerous projects in aquatic habitats ranging from high elevation lakes and streams to coastal estuaries and lagoons.

Steve has been involved in permitting large power projects and smaller instream projects throughout California. Steve has conducted fish population surveys in southern and central California estuaries for the endangered tidewater goby and has conducted surveys for unarmored threespine stickleback in the Santa Clara River and Santa Ana sucker surveys in various southern California drainages. Steve has performed California red-legged frog and arroyo toad surveys in southern and Central California. Steve has provided expert analyses to various CEQA and NEPA documents on steelhead related projects in southern California.

EDUCATION

BS, Freshwater Fisheries, Humboldt State University

CERTIFICATIONS/ REGISTRATIONS

Certified Fisheries Professional, American Fisheries Society

PERMITS

Federal 10(a)(1)(A) permit for Tidewater Goby, Unarmored Threespine Stickleback, Santa Ana Sucker, and California Red- legged Frog.

AFFILIATIONS

American Fisheries Society
Desert Fishes Council

American Institute of Fisheries Research Biologists

YEARS OF EXPERIENCE

23

SELECT PROJECT EXPERIENCE

Lead Biologist, Edison Canal Bank Stabilization Restoration Project – Ventura County Watershed Protection
Following a series of large storm events, a bank failure occurred at an energy dissipation device receiving inflows from the surrounding agriculture fields. Steve served as the lead biologist operating under Section 10(a)(1)(A) Recovery Permit to capture and relocate the federally listed tidewater goby (hereafter, goby) because construction activities could result in the "take" of the species. Through this project, Steve managed the in-water operations during tidal swings as the project required work near the Mandalay Generating Station.

Field Manager, City of Ventura – Santa Clara River Estuary Metals Translator Study, Ventura County, California (2001)
Steve conducted a yearlong investigation focused on determining the metals translators for copper, nickel, zinc, and lead in the Santa Clara River Estuary. There are chemical differences between the Ventura Water Reclamation Facilities (VWRF) discharge effluent and the receiving Santa Clara River water. The Metals Translator Study determined what fraction of metals in the VWRF effluent were dissolved in the receiving water, and therefore bioavailable to aquatic species in then estuary. Steve was the lead field manager on the Santa Clara River Estuary Metals Translator Study for the City of San Buenaventura.

Field Lead and Manager, City of Ventura – Santa Clara River Estuary Bioassessment, Ventura County, California (2001-2002)
Steve designed and conducted this bioassessment study which involved stratified sampling of several estuarine habitats for benthic macroinvertebrates in the Santa Clara River estuary. The macroinvertebrate data were used to characterize assemblage diversity and to develop relationships between species abundance, density, richness and microhabitat preferences (grain size, salinity tolerances, etc.). The objective of this study was to support the City and LAWRQCB in the development of defensible wastewater discharge criteria to the estuary.

Field Lead, United Water Conservation District – Santa Felicia Dam FERC Relicensing, Ventura County, California
Steve was the field lead on fish population and bioassay, water quality, and instream flow studies during a Traditional Licensing Process (TLP) for Santa Felicia Dam on Piru Creek in the Santa Clara River watershed. The fish population study focused on southern California fish species including the endangered southern California steelhead. Steve designed and implemented a fish survival bioassay using hatchery trout placed in live net pens to evaluate the survivability of rainbow trout during highly fluctuating dissolved oxygen conditions below the dam. Dissolved oxygen concentrations would decrease well below the critical thresholds for rainbow trout. This study was designed to understand limiting factors that could be contributing to the low population densities or lack of rainbow trout/steelhead presence in Piru Creek. Steve also lead an instream flow study using the PHABSIM model to assess flow requirements for various life stages of rainbow trout/steelhead in Piru Creek and the Santa Clara River below Santa Felicia Dam.

Senior Biologist, United Water Conservation District (UWCD) – Santa Clara River Surface Water Requirements Study, Ventura County, California
Steve was part of a technical team that collaborated with federal resource agencies to develop a Multiple Species Habitat Conservation Plan (MSHCP) for operations and maintenance activities of the Freeman Diversion on the Santa Clara River. Steve designed and implemented a flow study that ultimately informed operations that provided flows for downstream migrant steelhead smolts. Fish species covered under the plan include southern California steelhead, Pacific Lamprey, Santa Ana Sucker and Tidewater Goby. Steve worked with the District hydrologist to evaluate effects downstream of the diversion based on a hydrologic model that used over 60 years of hydrologic and ground water data to evaluate effects to migrating steelhead and Pacific Lamprey migrating between the ocean and the diversion. The modeling results were the basis for the development of operating scenarios that were evaluated using Indicators of Hydrologic Alteration (IHA) and other quantitative and qualitative metrics that ultimately resulted in a final operating scenario that reduced effects as much as practicable while allowing the project to fulfill its purpose and need.

Fisheries Biologist, United Water Conservation District – Section 7 and Section 10 Consultations, Ventura County, California
Steve, while working as an employee to the District and later as a consultant, was involved with federal section 7 and section 10 consultations with the National Marine Fisheries Service and the U.S. Fish and Wildlife Service. The section 7 consultations were related to operations and maintenance at the Freeman Diversion and Santa Felica Dam on Piru Creek. The section 10 consultation was related to operations and maintenance at the Freeman Diversion following the elimination of a federal nexus to the project. These consultations were related to operation and maintenance effects to federally listed species including but not limited to aquatic species such as steelhead, tidewater goby, Santa Ana sucker, arroyo toad and California red-legged frog.

Field Lead and Manager, County of Ventura, Ventura River Steelhead Passage and Habitat Assessment, Ventura County, California
Steve conducted a steelhead habitat and passage assessment for the County of Ventura and cooperating agencies that were part of the development of a Habitat Conservation Plan (HCP) for the Ventura River. Steve was the lead fisheries biologist in charge of assessing potential steelhead passage barriers and habitat quantity and quality on North Fork Matilija Creek and San Antonio Creek, both tributaries to the Ventura River. These data were used in the effect's analysis for the HCP. Challenges faced during this project included numerous man-made pools that were not permanent but needed to be quantified and qualified as temporary and excessive growth of instream macrophytes that temporarily changed some of the habitat structures. Steve modified the habitat mapping methodology to appropriately address these challenges.

Project Manager and Fisheries Biologist Caltrans and Granite Construction – Arroyo Paredon Creek Tidewater Goby Surveys, Santa Barbara County, California
Steve conducted pre-construction tidewater goby surveys and capture and relocation activities in the Arroyo Paredon Lagoon in Carpinteria, California. Caltrans and the County of Santa Barbara removed sediment from under the highway 101 bridge to address flow capacity issues that arose following the Thomas Fire in 2017 and early 2018. Steve was the federal permitted biologist on this project and with the assistance of Rincon biologists captured and relocated over 300 tidewater gobies and other lagoon fishes from the project site.



EDUCATION

BS, Biological Oceanography, Humboldt State University

CERTIFICATIONS/ REGISTRATIONS

National Marine Fisheries Service (NMFS) Certified Marine Mammal Observer (current)

NMFS and CA DF & W Invasive Species Caulerpa Certified (current)

US Coast Guard 100 Ton Captain (current)

American Academy of Underwater Science, Diving Safety Officer (current)

40-Hour HAZWOPER Trained and Supervisor (current)

First Aid/CPR/Oxygen Administration (current)

Transportation Worker Identification Credential (TWIC) (current)

YEARS OF EXPERIENCE

xxxxxx

EXPERIENCE

Rincon Consultants, Inc. (2014 to present)

Derek Lerma

Marine Resources Manager/Senior Marine Scientist

Derek is Rincon Consultants' Marine Resources Manager, and a Senior Marine Scientist. He has comprehensive and diverse experience executing project management of marine, estuarine, and coastal resources and development of regulatory documents, mitigations strategies, and monitoring programs for capital improvement construction and development projects. Derek possesses expansive knowledge of California marine ecosystem habitats, function, protected species, and potential impact vectors with extensive and diverse experience in multidisciplinary study design, field execution, data analysis, report preparation, regulatory integration, and technical supervision. He acted as Project Manager and Senior Marine Scientist for the development of multiple Integrated Natural Resources Management Plans (INRMPs), Environmental Impact Statements (EIS), construction monitoring, biological characterizations, and marine special studies for federal, state, city and private clients. His biological expertise includes submerged aquatic vegetation (eelgrass) ecology, subtidal and intertidal marine biological characterizations and impact assessments, beach ecology, estuarine systems and essential fish habitat analysis. Additional technical skills and knowledge encompasses diving safety, marine mammals, acoustics, aquatic invasive species, water quality monitoring, sediment evaluations and regulatory consultations.

SELECT PROJECT EXPERIENCE

Multidisciplinary Biological Resource Monitoring and Characterizations

Project Manager, City of Malibu – Broad Beach Restoration Project Marine Habitat Mapping and Monitoring, Malibu

Derek is currently the Project Manager and Lead Scientist implementing a complex marine habitat mapping and monitoring program along the coast of Malibu, California. Derek and Rincon staff marine scientists took over the development and completion of the Project's Marine Monitoring and Mitigation Plan (MHMMP) and gained approval from the California Coastal Commission and other regulatory agencies (USACE, EPA, NMFS, and CDFW) in August 2017.The mapping and monitoring program includes the use of high resolution multi-beam sonar and unmanned aerial vehicle (UAV) imagery to document habitat extent at six separate locations covering nearly 10 miles of coast line. Derek oversees and lead the design and data collection efforts for the assessment of six different habitat types including sand beach, rocky intertidal, surfgrass, eelgrass, rocky subtidal and sandy subtidal. The monitoring program will be conducted over 10 years and serve to assess impacts from a major sand nourishment event planned for Broad Beach.

Project Manager, City of Santa Barbara – Marine Resource Planning, Surveys and Monitoring, Charles Meyers Desalination Plant Reactivation Project, Santa Barbara
Derek served as the Project Manager and Senior Marine Scientist providing comprehensive marine resources support for the Santa Barbara Desalination Reactivation Project (Project) in Santa Barbara, California. Derek's and Rincon developed and implemented multiple regulatory plans and programs for various sensitive resources in the coastal and nearshore environment. Plan development included a Sensitive Marine Species Monitoring Plan, Turbidity Monitoring Plan, Grunion Monitoring Plan and the Offshore Anchoring Plan. Rincon marine scientists conducted beach and offshore surveys using remote sensing, SCUBA, and water quality instrumentation to evaluate the physical and biological resources within the Project area. Surveys included inspections of the intake structures, pipeline and nearshore habitat as well as marine mammal, grunion and water quality assessments consistent with Water Board and Coastal Development Permit requirements. Rincon provided NOAA/NMFS qualified scientific divers and biologist for eelgrass, Caulerpa, marine mammal and water quality monitoring programs. Rincon developed and implemented innovative monitoring programs, standard operation procedures, environmental training and best management practices for Project construction contractors outlining prescribed permit requirements and monitoring methods. Rincon provided weekly and final reporting deliverables that included a summary of survey and monitoring data, maps, photographs and a description of project activities.

Project Manager, US Navy NAVFAC SW – Naval Base Point Loma Fuel Pier Replacement Project, Marine Mammal and Protected Species Monitoring and Compliance, San Diego Bay
Derek served as the project manager and senior marine scientist in charge of all aspects of pre, during and post construction surveys and monitoring for the Navy Base Point Loma Fuel Pier Replacement Project (Project) in San Diego Bay, California. Responsibilities included designing, conducting and managing marine species survey and monitoring efforts used to establish existing conditions for marine mammals, Green sea turtles, fish, eelgrass, water quality, and sediment resources as well as mitigate construction activity impacts. Derek was responsible for overseeing and directing a broad range of marine services work including supervision of survey and monitoring efforts, coordination with U.S. Navy operations and construction personnel, consultation with regulators, budgeting, data analysis and annual reporting. Project Data products included complex acoustic analysis, marine mammal take estimates, Geographic Information Systems (GIS) mapping, and complex on-water logistics.

Senior Marine Scientist, Sunroad Enterprises Inc. – Harbor Island Restaurant Eelgrass Mitigation and Monitoring, San Diego
Rincon continues to provide eelgrass mitigation and monitoring consulting services to Sunroad Enterprises Inc. after completing pre- and post-construction phases of the Harbor Island restaurant. Rincon has provided multiple quantitative assessments of eelgrass habitat in the Project area and reference site in conformance with the California Eelgrass Mitigation Policy (CEMP). Rincon developed the project mitigation monitoring plan approved by National Marine Fisheries Service and U.S. Army Corps of Engineers and will be conducting the eelgrass transplant in July 2020 and monitoring through 2025.

Project Manager, Naval Post Graduate School – US Navy Naval Facilities Engineering Command Southwest Division (NAVFAC SW) Acoustic Thermometry Ocean Climate (ATOC) Cable Marine Habitat Special Study, Point Pillar
Derek served as the Project Manager and Senior Marine Scientist, under contract with NAVFAC SW overseeing the design, implementation, and performance of an environmental evaluation and biological characterization strategy to examine and document the effects of a cable removal for a one kilometer inshore portion of the ATOC cable. The purpose of the investigation was to identify, quantify, and document the potential adverse impacts that the cable placement and removal process had on the associated and adjacent subtidal marine biological communities. Derek designed surveys to document pre- and post-removal conditions, both short and long term, with respect to changes in the density and richness of marine invertebrates and algae affixed to and present alongside the cable, as well as document the potential presence/absence of species of special concern. Derek served as the diving safety officer and lead scientific diver for a team of scientists using SCUBA and surface-supplied air to conduct standardized survey methods including quadrats, band transects, uniform point contacts, fish counts and photo points to evaluate spatial and temporal changes in biological communities associated with the cable and its removal. The monitoring work included analytical evaluation of the data using an analysis of variance and development of annual and final reports.

Project Manager, US Navy NAVFAC SW – Permanent Transect Eelgrass Monitoring, San Diego Bay
Derek served as the Project Manager and Senior Marine Scientist, under contract with NAVFAC SW directing the execution eelgrass monitoring in San Diego Bay. The surveys were conducted bi-annually to examine annual, seasonal, and regional changes in eelgrass cover. A total of 25 permanent transects were grouped by region, within similar depth and overlying water conditions, and evaluated over successive years during the same season from 2007 to 2015. The study used single beam sonar to examine final scale density, distribution, and bathymetry within five perennial eelgrass beds within each of the five ecoregions of San Diego Bay. The monitor documented the seasonal variability in eelgrass cover and density of specific eelgrass beds, to examine links between regional trends in eelgrass distribution, and to potentially identify contributory natural and anthropogenic events. Permanent eelgrass transects assist in tracking fluctuations of bay-wide eelgrass bed density and health, identifying ecoregion differences, and lending additional information for achieving regulatory compliance in regard to eelgrass banking by the U.S. Navy.

Marine Resources Project Manager, Broad Beach Geologic Hazard Abatement District – Marine Habitat Mitigation and Monitoring Plan (MHMMP) Spring Sampling Project, Malibu
The Marine Habitat Mitigation and Monitoring Plan (MHMMP) was prepared by Rincon and accepted by California Coastal Commission and other regulatory agencies as part of requirements outlined in the BBGHAD's Coastal Development Permit to allow the residents of Broad Beach to implement a sand nourishment project along Broad Beach. The sand nourishment involves the placement of 300,000 cubic yards of sand every five years and interim nourishments of up to 75,000 cubic yards of sand per year to protect coastal private property and recreate a sandy beach. Monitoring and mapping stipulated in the MHMMP is a requirement of the CDP and the Army Corps of Engineers 401 permit to assess project related impacts and identify potential mitigation needs. Derek oversaw and helped conduct fine scale habitat mapping and monitoring of the supratidal, intertidal, and subtidal marine habitats and communities from Point Dume to the Los Angeles/Ventura County line. Habitat mapping also utilized remote sensing conducted using the Rincon Unmanned Aerial Vehicle (UAV).

Marine Resources Project Manager, Kiewit – Santa Barbara Desalination Reactivation Project, Santa Barbara
Derek is working as the marine scientist revising the offshore anchoring plan and sensitive marine species mitigation and monitoring plan for the project. He developed a turbidity minimization and monitoring plan and currently providing construction monitoring and also conducted marine mammal surveys both on and off shore.

Marine Resources Project Manager, Tierra Data, Inc. – Scientific Diving And Safety On-Call Services, Naval Facilities in the Southwestern United States
Rincon is assisting with as needed scientific diving and safety consulting services related to existing and future contracts, including the NAVFAC SW Marine IDIQ contract. Rincon's Marine manager, Derek, is providing consultation for scientific diving and safety on an as needed basis as well as on-site support to oversee previously developed standard operating procedures and best management practices for marine species monitoring and surveys.

Marine Resources Project Manager, County of Santa Barbara Public Works – Goleta Beach Bridge Replacement Project, Goleta
Derek provided preconstruction presence and absence surveys for Eelgrass and Caulerpa.

Project Manager, Naval Weapons Station – Seal Beach Facility Improvement Project, Seal Beach
Provided project management throughout the sediment testing and reporting portions of the project related to analysis of proposed dredging activities and disposal alternatives for the NWS Seal Beach Facility Improvement to the Ammunition Pier and Turning Basin.

Project Manager-Marine Resource Planning, IDE Americas, Inc. – Charles E. Meyer Desalination Plant Reactivation Project, Surveys and Monitoring, Santa Barbara
Derek served as the Project Manager and Senior Marine Scientist for the Rincon team that provided comprehensive environmental support for Kiewit Construction and IDE for the reconstruction of the Santa Barbara Desalination Reactivation Project in Santa Barbara, California. Derek and Rincon developed and implemented multiple regulatory plans and programs for various sensitive resources in the various watersheds, coastal zone, and nearshore environment. Rincon provided overall compliance tracking and reporting, conduct storm water and contaminated soils investigations, and performed sensitive resource surveys and monitoring. Rincon developed and implemented innovative monitoring programs, standard operation procedures, environmental training and best management practices for construction team and the City.

Project Manager, Broad Beach Geologic Hazard Abatement District – Broad Beach Restoration Project Marine Habitat Mapping and Monitoring, Malibu
Derek is currently the Project Manager and Lead Scientist implementing a complex marine habitat mapping and monitoring program along the coast of Malibu, California. Derek and Rincon staff marine scientists developed the Project's Marine Monitoring and Mitigation Plan that was approved by the California Coastal Commission and other regulatory agencies (U.S. Army Corps of Engineers, U.S. EPA, National Marine Fisheries Service, and California Department of Fish and Wildlife).The mapping and monitoring program includes remote sensing sonar and unmanned aerial vehicle habitat mapping at six separate locations covering nearly 10 miles of coast line. Derek oversees and lead the design and data collection efforts for the assessment of sand beach, rocky intertidal, surfgrass, eelgrass, rocky subtidal and sandy subtidal habitats. The monitoring program will be conducted over 10 years and serve to assess impacts from a major sand nourishment event planned for Broad Beach.

Project Manager, Moffat & Nichol – Kinder Morgan Marine Fuel Terminal Wharf 118/119, Environmental Compliance Services Port of Los Angeles, Wilmington
Derek served as the Project Manager and Senior Marine Scientist for Rincon overseeing compliance services related to essential fish habitat, eelgrass, marine mammal, and water quality resources for engineering firm Moffat & Nichol (M & N) and the Port of Los Angeles for 14 months. Rincon reviewed permit conditions, developed monitoring plans, participated in project constraints discussions, provided environmental training materials, and performed survey, monitoring and reporting services consistent with permit conditions and Port of Los Angeles environmental division procedures.

Project Manager, US Navy NAVFAC SW – Naval Weapons Station Seal Beach Sediment and Eelgrass Evaluation, Seal Beach
Derek was the project manager and senior marine scientist for conducting physical and biological assessments of Naval Weapons Station Seal Beach's proposed ammunition pier reconstruction project located in Anaheim Bay, Seal Beach, California. Derek managed environmental assessments including a sediment characterization, eelgrass mapping and beach surveys to document existing conditions for the Environmental Assessment and identify the preferred alternative with respect to guiding the engineering design of the proposed new ammunition pier. Derek worked interactively with ManTech Inc. and the U.S. Navy on the Environmental Assessment in developing environmental constraints with respect to the design build options and interfaced with the base command and NAVFAC SW planners in evaluating proposed alternatives, sequencing, and regulatory thresholds. Rincon led the sediment characterization including development of the Sampling Analysis Plan, evaluation of the laboratory analysis, reporting, and presentation of the results to the Southern California Dredge Material Management Team. The proposed project included the removal or movement of 1.2 million cubic yards of material and mitigation site development.

Project Manager/Lead Marine Scientist, Port of Los Angeles (subconsultant to Michael Baker), Sediment/Water Quality/Biological On-Call Services, Los Angeles County
Derek serves as the Project Manager and Lead Scientist for Rincon overseeing Rincon's role in supporting Michael Baker International for the Sediment/Water Quality/Biological On-Call services in the Port of Los Angeles. Derek and Rincon have conducted marine, coastal, and terrestrial assessments and compliance services related to wildlife, plants, trees, essential fish habitat, eelgrass, marine mammals, and water quality resources for a diversity of Port of Los Angeles monitoring programs, capital improvement projects, and proposed redevelopment plans. Rincon has worked directly for the Port of Los Angeles environmental division as well as engineering and heavy construction firms performing general resource surveys, compliance monitoring, and reporting consistent with permit conditions and Port of Los Angeles environmental division procedures.

Project Manager/Lead Marine Scientist, Port of Long Beach (subconsultant to Michael Baker), Sediment/Water Quality/Biological On-Call Services, Long Beach
Derek serves as the Project Manager and Lead Scientist for Rincon overseeing Rincon's role in supporting Michael Baker International for the Sediment/Water Quality/Biological On-Call services in the Port of Long Beach (Port of Long Beach). Rincon has provided biological assessment and compliance services related to avian wildlife and water quality resources for Port of Long Beach and its tenants. Rincon has worked directly for the Ports environmental, maintenance, and real estate divisions developing resource avoidance and minimization strategies, deterrent methods, and conducting surveys.

ADDITIONAL PROJECT EXPERIENCE

Biological Resource Evaluations

- Role, Kiewit Infrastructure West Co. – Charles E. Meyer Desalinization Plan Reactivation Project Environmental and Biological Services, Location
- Role, Acoustic Thermometry Ocean Climate (ATOC) – Cable Marine Habitat Special Study, Point Pillar
- Role, Sunroad Enterprises – Sunroad Enterprises Harbor Island Restaurant Essential Fish Habitat, Eelgrass, and Caulerpa Evaluations, San Diego
- Role, City of Oceanside – San Diego County Shoreline Feasibility Study, Nearshore Survey, San Diego County
- Role, US Army Corps of Engineers (under subcontract to Moffett Nickel) – Project, Location
- Role, Client – Permanent Transect Eelgrass Monitoring, San Diego Bay
- Role, US Navy NAVFAC SW – Naval Base Point Loma Fuel Pier Replacement Project, Marine Mammal and Protected Species Monitoring and Compliance, Location
- Role, Client – Naval Weapons Station Seal Beach Sediment and Eelgrass Evaluation, Seal Beach

NEPA/CEQA

- Marine Resources Section Author, Client – San Diego Bay Integrated Natural Resources Management Plan, San Diego Bay
- Role, US Navy & San Diego Unified Port District – Project, Location
- Marine Resources Section Author, Client – Fish, and Sea Turtles, Silver Strand Training Complex EIS, Location
- Role, Man-Tech SRS – Project, Location
- Project Manager and Marine Resources Technical Lead, Navy Base Ventura County – San Nicolas Island INMRP, US Navy NAVFAC SW, Ventura County
- Author Marine Resources Section, City of Oxnard – Oxnard Local Coastal Plan Update, Ventura County
- Author Marine Resources Section, City of Port of Hueneme – Mitigated Negative Declaration, Wharf Replacement, Port Hueneme
- Author, Port of San Diego – Revision to Marine Biological Resources Section of B Street Mooring Dolphin Draft EIR, San Diego
- Marine Resources Section Author, US Navy & San Diego Unified Port District – San Diego Bay Integrated Natural Resources Management Plan, San Diego County
- Marine Resources Section Author, Man-Tech SRS – Fish, and Sea Turtles, Silver Strand Training Complex EIS, Location

Biological Monitoring

- Project Manager, League Travis – Embarcadero Property Reconstruction Acoustic/Marine Mammal Monitoring, San Luis Obispo County
- Project Manager, Sunroad Enterprises – Harbor Island Eelgrass Mitigation Restoration Monitoring, San Diego County
- Project Manager, Enthalpy Analytical – Ventura Wastewater Sediment NPDES Monitoring, Ventura County
- Project Manager, ManTech International Corporation – NWS Seal Beach Ammunition Pier Biological Monitoring, Orange County
- Project Manager, Vernadero Group Incorporated – NAVFAC SW Natural Resources IDIQ, San Diego County
- Project Manager, Tierra Data Inc. – San Clemente Island Navy Cable Survey, San Diego County
- Project Manager, Carollo Engineers Inc. – Morro Bay, Outfall Inspection, San Luis Obispo County
- Project Manager, Rasmussen Inc. – Rasmussen POLA Willmington Waterfront Project, Los Angeles County

- Project Manager, Anchor QEA – POLB Marine Mammal Monitoring Anchor QEA, Location
- Project Manager, Manson Construction Company – Oceanside Harbor Maint Dredging Bio Supt, Location
- Project Manager, Ventura Port District – Eelgrass and Caulerpa Surveys Dock Replacements Biological Monitoring, Ventura County
- Project Manager, GHD – GHD Long Beach Terminal MM Monitoring, Los Angeles County
- Project Manager, John S Meek Company Inc. – Jilks Vopak MOTEM Wharf Marine Monitoring, Location

Construction Monitoring

- Project Manager, Winspear Construction LLC – WinSpear USCG San Pedro Mammal Monitoring, City of San Pedro
- Project Manager, John S Meek Company Inc. – Santa Cruz Island Scorpion Pier Replacement Construction Monitoring, Ventura County
- Project Manager, Ventura Port District – Ventura Harbor Dock Replacement Water Quality Monitoring and Reporting, Ventura County

Environmental Consultation

- Project Manager, GHD – Morro Bay Launch Ramp Design Build Project Environmental Consultation, San Luis Obispo County
- Project Manager, County of Los Angeles Department of Beaches and Harbors – Pinniped Management Plan Env Consult, Los Angeles County
- Project Manager, Michael Baker – Port of Long Beach As Needed WQ, SQ and Bio Resources, Los Angeles County
- Project Manager, IDE Americas Inc. – Offshore Intake Compliance Services Env Consultation, Santa Barbara County
- Surveys
- Project Manager, Various Clients – Survey Projects, Various Counties/Cities, California
- Project Manager, Michael Baker – Port of Los Angeles Terr Bio Surveys, Los Angeles County
- Project Manager, Sunroad Enterprises – Sunroad Eelgrass Mitigation Plan, San Diego County
- Project Manager, R E Staite Engineering Inc. – South San Diego Harbor Maintenance Dredging, San Diego County
- Project Manager, Ventura Port District – Ventura Sediment WQ Assessment, Ventura County

ADDITIONAL WORK EXPERIENCE

- Tierra Data Inc. (2007 to 2014)
- American Marine (2002 to 2007)
- Channel Islands National Park (1994 to 2002)
- Humboldt State University Foundation (1988 to 1994)

REFERENCE

Josh Capito, Director of Regulatory Compliance, IDE Americas, Inc.

760-795-3555 x222 | Josh.Capito@ide-americas.com



Bill Carey

Hydrology and Water Quality Specialist

As a County of Ventura Public Works Agency employee, ensured that Ventura County complied with NPDES Permit water quality monitoring requirements. Maintained operational use of flow and water quality instrumentation and NPDES sampling stations by selecting sites, designing, installing, and programming equipment. He oversaw and trained staff in water quality and discharge measurement procedures, equipment installation, stage/discharge rating table development and site selection. Bill has performed official streamflow records computation following USGS procedures for major streams in Ventura County. Installed stream gauges, rain gauges and weather stations throughout Ventura County with many now being part of the County's flood warning system. Specified and maintained relational databases that held streamflow, rainfall, and water quality data. Maintained stream gauge equipment for monitoring movement of Matilija Dam as required by the California Department of Water Resources, Division of Safety of Dams. Well versed in monitoring equipment installation and troubleshooting, especially remote data loggers.

EDUCATION

BS, Agricultural Engineering Technology, California Polytechnic State University, San Luis Obispo

YEARS OF EXPERIENCE

33

EXPERIENCE

Rincon Consultants, Inc. (2023 to present)

County of Ventura Public Works Agency, Watershed Protection (1990 to 2023)

SELECT PROJECT EXPERIENCE

Ventura County Public Works Agency – San Antonio Creek Spreading Grounds, Ojai
Specified and installed streamflow instrumentation for San Antonio Creek at Grand Avenue. Assisted in the installation of SCADA instrumentation for controlling the diversion pipe gate at the upstream diversion structure. Established telemetry for sensors located at the diversion and at Grand Avenue.

Ventura County Public Works Agency – Stormwater Sampling Equipment, Ventura County
Designed, installed, and maintained several vandal resistant solar powered stormwater sampling stations for outfalls and streams in cities within Ventura County. Sites have refrigerators, pumps, rain gauges, flow monitoring equipment and are telemetered for remote data collection and control. Oversaw water quality sampling teams during storm events and programmed sampling sites for flow weighting of composite samples. Developed and maintained discharge rating tables for the sites.

Ventura County Public Works Agency – Ventura River Algae TMDL Compliance Monitoring and Reporting, Ventura
Developed original procedures for data sonde installation, operation, maintenance and data retrieval from the Ventura River, San Antonio Creek, and Canada Larga Creek. Reviewed and edited sonde data for use in an annual TMDL report.

Ventura County Public Works Agency – Piru Spreading Grounds, Piru
Specified area velocity sensors, telemetry equipment, batteries, solar assembly, and vandal proof enclosure for the Piru Spreading Ground Facility. Edited sensor data after storm events to ensure accurate flow volume calculations.

Ventura County Public Works Agency – Bioassessment, Ventura County
Assisted Aquatic Bioassay Labs in the collection of bioassessment data for streams throughout Ventura County.

PUBLICATIONS/PRESENTATIONS

2010 CASQA presentation on maximizing use of technology for stormwater composite sampling.



Frederico Scarelli, PhD

Coastal Adaptation & Resilience Specialist

Dr. Scarelli has over 13 years of experience designing, planning, and executing nature-based solutions and climate resilience projects for coastal communities, as well as assessing coastal hazards and sea level rise vulnerability. His expertise includes conducting coastal process studies, restoration of coastal systems, shoreline modeling, data processing and analyses, and preparation of master plans and monitoring plans for private clients and governmental agencies worldwide. Dr. Scarelli has developed cutting-edge approaches to advance coastal projects in the US, Europe, Asia, and South America, including the construction of the biggest artificial reef in the U.S. for growing giant kelp forest, the implementation of a UNESCO Men & Biosphere Reserve in Kazakhstan, and development of cost-effective nature-based solutions for coastal restoration in southern California, Brazil, and Italy. His leadership within these projects aided the conservation of coastal resources, facilitated decision-making processes, and provided tools for disadvantaged communities to increase their resilience against climate change.

EDUCATION

PhD, Environmental Science, Tutelage and Management of Natural Resources, University of Bologna, Italy

PhD, Geoscience, Marine Geology, Federal University of Rio Grande do Sul, Brazil

MSc, Environmental Science, University of Bologna, Italy

BSc, Environmental Science, University of Bologna, Italy

YEARS OF EXPERIENCE

13

EXPERIENCE

Rincon Consultants, Inc. (2022 to present)

Coastal Environments Inc. (2017 to 2022)

Integrated Geoscience Research Group, University of Bologna (2009 to 2016)

SELECT PROJECT EXPERIENCE

Lead Project Scientist, Southern California Edison – Monitoring Sand Movement, Dredging, and Best Management Practice for San Dieguito Lagoon Wetland, Del Mar

Dr. Scarelli developed cutting-edge methods to systematically monitor sand movement and beach width on the beaches of Solana Beach and City of Del Mar using data from SANDAG's Regional Shoreline Monitoring Program. Additionally, he was in charge of post-processing historical datasets and topographic surveys, creating a database in a GIS environment, and developing a Shoreline Changes model using the GIS tool Digital Shoreline Assessment System developed by USGS. During the dredging of San Dieguito Lagoon's inlet, he provided technical support for preparing permits, processing topographic surveys, assisting the placement of approx. 26,000 cy of dredging sans on Del Mar Beach, and writing technical reports.

Coastal Scientist, Valley Water – Planning and Monitoring Support for the Calabazas/San Tomas Aquino Creek Marsh Connection Project, Santa Clara County

The project developed alternatives for restoring the marsh area while addressing key issues that include flood protection, sediment transport and sediment supply, erosion and sea level rise, mercury biogeochemistry, addressing infrastructure and other site constraints, and ensuring community engagement and environmental justice. Dr. Scarelli provided support during the workshops and stakeholder meetings, ensuring the project would meet the primary objectives established for the restoration efforts.

Project Manager and CO-PI, USC & Sea Grant California – Coastal Dune Restoration at Tijuana Estuary, San Diego

Dr. Scarelli wrote the grant and designed the experimental treatments for the study, conducted the project's technical aspects, supervised the topographical surveys using drones, post-processed the data, prepared technical reports, and managed subcontractors and the financial aspects of the Project. Sea Grant California has awarded the Project $250,000 for 3-years project. The project's primary goal is to rebuild the coastal dune using Green Engineering to restore the coastal environment and protect the most extensive wetland in Southern California against sediment intrusion and sea-level rise.

Coastal Scientist, City of Ventura – Sea Level Rise and Coastal Hazard Analysis for the Anastasi Development, Ventura
The project is to prepare technical studies and a CEQA environmental review for a mixed-use development project situated within the City of Ventura Coastal Zone. An Initial Study-Mitigated Negative Declaration was prepared for the proposed development. Dr. Scarelli prepared a site-specific Sea Level Rise and Coastal Hazard Analysis for the site, which includes assessing impacts due to groundwater rise. The analysis was conducted following California Coastal Commission guidance and using the best available science and results from CoSMoS.

Project Manager & Coastal Scientist, City of Oceanside – Develop a Nature-based Solution Project and a Grant Application, Oceanside
The Project is supporting designing Nature-based Solutions concepts, assess regulatory pathways, develop monitoring parameters and prepare grant application to restore coastal dunes and retain sand by applying low-cost green-engineering techniques (e.g., sand fencing and seeding), and enhancing and restoring the San Luis Rey River ecosystem and local coastal resource value. Dr. Scarelli is leading the development of the design concept and the monitoring program, as well as he is supervising the geophysical surveys, and assisting the City on identifying the best grant opportunity for funding the project and supporting preparing the grant application. The goals are to restore natural dynamics and ecosystem of San Luis River's mouth, and improve sand management along the city's coastline while enhancing coastal ecosystem and increasing coastal resilience against sea level rise and coastal hazard.

Coastal Scientist, City of Ventura – Climate Change Vulnerability Assessment, Ventura
The project assessed how climate change might impact vulnerable community members, natural resources, buildings and facilities, and services and infrastructure in the City of Ventura. The assessment provides a foundation to develop required climate adaptation goals, policies, and implementation programs for the City's Public Safety Element. Dr. Scarelli developed adaptive measures related to the potential impacts due to sea level rise and flooding.

Lead Coastal Scientist, Coastal Environments, Inc – Analysis of Sea Level Rise at South San Diego Bay, Imperial Beach
Dr. Scarelli prepared a site-specific Sea Level Rise and Coastal Hazard Analysis for the proposed development following the California Coastal Commission guidance and using the best available science and publicly available data including results from CoSMoS. The study evaluated the potential impact of sea level rise, including risks of damage and flooding, to new developments at Imperial Beach. The study required analysis of the sea level rise projections for 2070, 2090, and 2100 as proposed by the California Coastal Commission. It also included the determination of design parameters to minimize risk to the project due to sea level rise and coastal hazard impacts.

Lead Coastal Scientist, Coastal Environments, Inc – Analysis of Sea Level Rise at Noth San Diego Bay, Coronado
Dr. Scarelli prepared a site-specific Sea Level Rise and Coastal Hazard Analysis for the proposed development following the California Coastal Commission guidance and using the best available science and publicly available data including results from CoSMoS. The study assessed the potential impact of sea level rise, including risks of damage and flooding, to a new development in Coronado, as well as the potential impact on coastal resources and coastal habitats. The study required analysis of the sea level rise projections for 2070, 2090, and 2100 as proposed by the California Coastal Commission. It also included the determination of design parameters to minimize risk to the project due to sea level rise and coastal hazard impacts.

Lead Project Scientist, City of Del Mar – Assessment of Camino Del Mar Bridge Replacement, Del Mar
Dr. Scarelli gathered and processed the bathymetry dataset for the analysis, processed the results from the hydrological model, and co-authored the final assessment report. The study provided a health assessment for the San Dieguito Lagoon, investigating the proposed alternatives to re-design the bridge, which connects Highway 101 over the lagoon inlet channel, evaluated channel bathymetry, and used numerical models to predict changes in water level, flow velocity, tidal prism, and inlet channel sedimentation.

Lead Project Scientist, General Dynamics NASSCO – Current Velocity, Direction, depth, and Temperature Profile Measurements, and Progressive Speed Trial, San Diego
Dr. Scarelli provided technical support to set up the current meters, post-process and analyze the collected data, and write technical reports to present the results of the launch and the Ship Progressive Speed Trial results of MATSON Hull 601. The study collected current velocity (north and east), temperature, and depth during launch and the Ship Progressive Speed Trial for NASSCO's Matson Hull 601 Container ship.



Lilly Rudolph, AICP

Senior Environmental Planner

Lilly is responsible for managing current planning assignments and long-range planning documents for municipal planning agencies. Over her career in planning, community development, and economic development, Lilly has developed a broad background of experience ranging from preparing community plans and form-based codes to overseeing civic engagement and outreach strategies. She has processed residential, commercial, agricultural, and industrial development applications for cities and counties and has prepared and/or managed general plan updates, design guidelines, specific plans, historic resource surveys, and ordinances and is experienced in the preparation and management of CEQA documents for plan areas and development projects.

EDUCATION

MPA, Baruch College, City University of New York

BA, International Relations, University of California, Davis

CERTIFICATIONS/ REGISTRATIONS

American Planning Association, American Institute of Certified Planners (no. 023166)

AFFILIATIONS

Central Coast Section of the California Chapter of the American Planning Association Board member (2011 to 2018, and 2020 to present)

American Planning Association California Chapter Conference Mobile Workshop Chair (2019)

Leadership Ventura (2013 to 2014)

YEARS OF EXPERIENCE

18

EXPERIENCE

Rincon Consultants, Inc. (2015 to present)

SELECT PROJECT EXPERIENCE

Project Manager, City of Oxnard On-Call Permit Processing, Oxnard
Lilly oversees a team of planners to provide current and long-range planning services. Rincon's contract planners process a variety of projects ranging from the development of complex and economically important Sakioka Farms Business Park Specific Plan area and Wagon Wheel development to processing conditional use permits for commercial projects and dozens of ministerial wireless telecommunication facility applications. Our long-range planning team is preparing an inclusionary housing ordinance and other ordinance updates to implement programs of the 6th Cycle Housing Element update and is managing the City's Housing Element consultant. In this role, Lilly is managing the preparation of a zoning code update and CEQA Guidelines update.

Project Manager, City of Oxnard On-call Environmental CEQA/NEPA Consulting Services, Oxnard
Lilly is the project manager and point of contact for Rincon's On-call Environmental California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) Consulting Services contract with the City of Oxnard. In this capacity, Rincon's CEQA and NEPA technical team prepares CEQA negative declarations, mitigated negative declarations and environmental impact report and NEPA environmental assessments and environmental impact statements.

Project Manager, County of Ventura Land Use Planning Services
Lilly oversees Rincon contract with the County of Ventura's Resource Management Agency, Planning Division for land use planning services. In this capacity, she oversees a team of planners who act as an extension of City Staff. Rincon planners review and process a variety of development applications, ranging from zoning clearance for simple single-family residential additions and swimming pools, to complex conditional use permits for industrial and agricultural projects, and other types of applications requiring the issuance of various levels of administrative or discretionary review.

Project Manager, City of Grover Beach – City of Grover Beach Conservation and Open Space Element Update and ND, Grover Beach
Lilly was the project manager for the City of Grover Beach Conservation and Open Space Element Update. The Conservation and Open Space Elements were last updated in 1973. Lilly led the Rincon team to update required

Project Manager/Contract Planner, City of Malibu – Various Projects, Malibu
Lilly has provided contract planning services for the City of Malibu for seven years. In this capacity, Lilly reviews applications for conformance with City policies and development standards, coordinates with applicants, City staff, and other reviewing bodies, prepares staff reports and resolutions, and presents projects before decision makers at public hearings. Lilly processed complex and controversial development projects on parcels with physical constraints such as bluffs, landslides, archaeological resources, steep slopes, environmentally sensitive habitat area, and visual resources. As an extension of staff, she made every effort to quickly adopt the City's workflow processes, writing and communication styles, and seamlessly integrate into the workplace culture.

Contract Planner, City of Malibu – Civic Center Northeast Specific Plan and Coastal Development Permit Post-Approval Revisions, Malibu
Lilly oversaw the post-approval process for the City of Malibu Civic Center Northeast Specific Plan and Coastal Development Permit. She conducted plan checks to confirm that construction drawings included required project details such as architectural features, adequate landscaping and open space, vehicle impact protection devices, and vehicular, bicycle, and equestrian parking. She also reviewed and provided recommendations for post approval project modifications to accommodate unanticipated components associated with electrical vehicle charging stations and utility infrastructure. During construction, Lilly performed site visits to monitor compliance with conditions of approval and environmental mitigation measures.

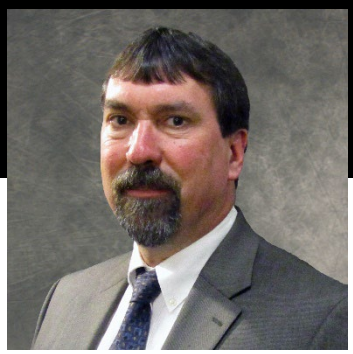
Contract Planner, City of Malibu – Paradise Cove Wastewater Treatment Plant Upgrade Coastal Development Permit, City of Malibu
The Paradise Cove Wastewater Treatment Plant Upgrade project involved processing after-the-fact permits for the unpermitted construction of a recycled water plant, disinfection equipment, electrical equipment, and a pipeline. The unpermitted work was subject to a Los Angeles Regional Water Quality Control Board Cease and Desist Order and a City of Malibu Stop Work Order. The project site is located in an area with biological and cultural resources. Lilly served as an extension of City of Malibu Planning Department staff to clarify the complicated project chronology and identify the permitting roles of multiple state, regional, and local agencies. She also reviewed and interpreted the project plans, oversaw the preparation of environmental documentation, and prepared a staff report that included complex environmental analysis describing impacts to environmentally sensitive habitat area. She prepared and presented a detailed presentation before the Planning Commission, addressed questions, and coordinated with the property owner to monitor compliance with project conditions and mitigation measures.

Project Manager, City of Ventura – Beach Maintenance Coastal Development Permit, Ventura
Lilly is assisting the City of Ventura Public Works Department with services to support the issuance of a Coastal Development Permit for maintenance and repairs for three beachfront drainages and outfalls within the coastal zone. Flooding hazards occur within the public road rights-of-way adjacent to these three areas due to blockages of the drainage systems caused by the buildup of sand and sediment, vegetation overgrowth, and accumulation of cobblestones. The proposed repairs and maintenance would prevent future flood hazards in the public right-of-way. The Project sites are all located within the City of Ventura Local Coastal Program area and therefore subject to the provisions of the California Coastal Act. The Rincon team is conducting stakeholder outreach and coordinating with the California Coastal Commission and City staff to obtain the required permits necessary to complete this work.

Project Manager, City of Ventura – Pierpont Beach Management Work Plan, Ventura
Lilly is overseeing Rincon's role in support the City of Ventura Public Works Department to prepare a work plan to update a previously drafted Pierpont Beach Management Plan that was stalled due to multiple unresolved issues. The work plan includes a list of required technical studies, a recommendation for the appropriate level of CEQA analysis, recommendations for the contents of a sand maintenance program, dune restoration and vegetation plan, mitigation monitoring requirements, operations and maintenance responsibilities, and required permit approvals. Preparation of the work plan involved extensive coordination with multiple stakeholders, including staff from California Coastal Commission, California State Parks staff, Beach Erosion Authority for Clean Oceans and Nourishment (BEACON), and California State Coastal Conservancy.

Steve Allen PE

Technical Director



Location

Eureka, CA

Experience

26 years

Qualifications/Accreditations

– BS, Environmental Resources Engineering, Humboldt State University, Arcata, CA, 1996
– Civil Engineer, CA #62021

Key technical skills

– Hydrology, Hydraulics, Floodplain Design, Fish Passage, Channel Restoration, Wetland Mitigation, Stream Bank Protection, Bioengineering Designs
– Open Channel Water Conveyance, Water Quality, Stormwater Management, Flood Control, Construction Services, and Regulatory Compliance in Sensitive Environments

Memberships

– American Society of Civil Engineers (ASCE), North Coast Branch, Past President / Director
– California Stormwater Quality Association
– Salmonid Restoration Federation
– Floodplain Management Association
– Cal Poly Humboldt School of Engineering Advisory Board, Vice Chair

Relevant experience summary

Steve Allen brings over 26 years of experience to our team, overseeing projects involving a mix of municipal and civil infrastructure including hydrology, hydraulics, stormwater, water supply, water storage and distribution, municipal engineering, floodplain design, fish passage, diversion screening, channel restoration, fluvial geomorphology, wetland design, stream bank protection, bioengineering techniques, mitigation banking, stormwater management, flood control, open channel water conveyance, grading plans, erosion and sediment control design and plans, construction services, and regulatory compliance in sensitive environments. Steve has served in a high-level leadership capacity for our restoration experience on the West Coast (notably leading our West Coast Water Restoration Group) and has led habitat restorations, enhancements, and passage improvements for federal and state agencies, tribal entities, special districts, counties, cities, and non-profit groups.

Martin Slough Tidal Habitat Enhancement

Principal-in-Charge, Designer
City of Eureka | Eureka, CA

Responsible for project that evaluated tidal slough for habitat enhancement, drainage routing, flood prevention, and maintain adjacent land use for working agricultural lands and a municipal golf course. Alternatives included an improved tide gate with improved fish passage conditions, wider slough channels, off-channel ponds, agricultural bridges, and golf cart bridges. Assisted with special studies and project permitting and has overseen design and construction for this multi-year project that restores muted tidal action to one of the most productive Coho estuaries in Humboldt Bay, just south of Eureka. GHD completed a wetland delineation and prepared a biological assessment while simultaneously completing final design and bid documents. New muted tide gates have been installed, with construction of upstream phases expected to be completed in 2021.

Eel River Estuary and Centerville Slough Ecosystem Enhancement

Principal-in-Charge
CalTrout | Humboldt County, CA

Responsible for this 1,600-acre ecosystem enhancement project, which will improve geomorphic and ecosystem function in order to enhance habitats for native fisheries and aquatic species, support waterfowl and wildlife species, and benefit agricultural land management capacity and uses by decreasing and more effectively managing onsite flooding and sedimentation. In addition to design, GHD prepared portions of the Draft Environmental Impact Report (EIR) including the air quality, biological resources, cultural resources, geology and soils, transportation, hazardous materials, and land

use sections. GHD also conducted a wetlands delineation, habitat mapping, and sensitive species surveys for this project, as well as a mitigation monitoring plan, an Adaptive Management Plan, a Biological Assessment, an Incidental Take Permit, and permit applications for the Regional Water Quality Control Board (RWQCB), the CCC, Humboldt County, State Lands, US Army Corps of Engineers (USACE), and the CDFW. The project is in the Coastal Zone.

Salt River Ecosystem Restoration

Principal-in-Charge, Designer
Humboldt County Resource Conservation District | Humboldt County, CA

Responsible for this ongoing project, which includes restoration of the lower 7.7-mile reach of the Salt River corridor and 450 acres or tidal salt marsh in the Eel River estuary. Project objectives include removal of salmonid migration barriers, improvements to geomorphic stream function, increased riparian buffers, increased tidal exchange and habitat diversity for avian and aquatic listed species. Responsibilities have included leading the project team through development of permit applications, channel design, EIR support, and development of construction documents for this estimated $18 million restoration project. The project is being funded by the CCC, State Water Resources Control Board, US Department of Fish & Wildlife Services and the CDFW.

White Slough SLR Resiliency and Tidal Marsh Restoration Project

Project Director
US Fish & Wildlife Service | Humboldt Bay National Wildlife Refuge, Loleta, CA

Project provided planning, permitting, construction contracting, and construction oversite assistance to the US Fish and Wildlife Servistrongce (USFWS) project, located on the Humboldt Bay National Wildlife Refuge adjacent to Highway 101. Work involves the removal of failed earthen levees and construction of new set-back levees designed to attenuate wind-wave energy and reduce impacts to sensitive tidal marsh habitat and US Highway 101 from SLR. Provided USFWS with sediment reuse planning assistance, Caltrans encroachment permit application assistance, traffic control plans, design review, construction administration, and construction oversite.

Hanson Russian River Floodplain Restoration Project

Principal-in-Charge
Sonoma County | Windsor Area, CA

Responsible for this ongoing project to restore 350 acres of former gravel pit mines to a riparian floodplain on the Russian River near the Town of Windsor. Work involves riverine hydraulic analyses, groundwater assessments to support final design (assessing the hydraulic and fate-transport of accumulated methylmercury at the bottom of the mine pits), CEQA and regulatory approvals, and three million cubic yards of earthwork to re-contour and re-connect the floodplain to the river. The project will improve geomorphic stream function, increasing riparian buffers and habitat diversity for avian and aquatic listed species while reducing further accumulation of methyl mercury and flood reduction. Led the project team through initial data collection, hydrogeologic and geotechnical studies, and preliminary design to support regulatory approvals. The project is funded by the California Coastal Conservancy and the California Department of Fish & Wildlife.

Del Norte County Regional Airport Terminal Replacement Wetland Mitigation Project

Principal-in-Charge
Border Coast Regional Airport Authority | Crescent City, CA

Responsible for the environmental compliance aspects of the terminal replacement project, which includes construction of a new terminal, parking lot, and apron, as well as road improvements and installation of new water and sewer main at the Del Norte County Regional Airport (within the coastal zone). Environmental work entails wetland delineations for the terminal, Runway Safety Area (RSA), and mitigation sites; habitat mapping; botanical and biological surveys; topographic and cultural surveys; a special status plant species management plan; an amphibian mitigation plan; a stormwater pollution prevention plan; land acquisition assistance; Stormwater Pollution Prevention Plan (SWPPP) compliance; onsite biological construction oversight and full construction management; and SWPPP compliance for the offsite wetlands mitigation. In addition, this multi-year project required several EIR addendums and considerable agency coordination with entities such as the Federal Aviation Administration (FAA) and permits from the California State Coastal Commission (CCC), the USACE, the Regional Water Quality Control Board (RWQCB), and the CDFW. GHD assisted in obtaining all permits for the project.

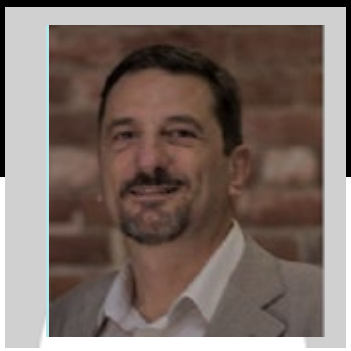
Awards

- ASCE San Francisco Section 2017 Airport / Port “Project of the Year” Award, Border Coast Regional Airport Authority’s Comprehensive Large-Scale Wetland Creation
- American Council of Engineering Companies 2018 Engineering Excellence Awards Competition, Honor Award, Comprehensive Large-Scale Habitat Restoration

[Choose an option...]

Hugo N. Rodriguez PhD, PE

Civil and Coastal Engineer



Experience

30+ years

Qualifications/Accreditations

- Ph.D. Coastal and Civil Engineering, University of Florida, 2000
- M.S. Coastal and Oceanographic Engineering, University of Florida, 1997
- Civil Engineer (Hydraulic and Sanitary Engineering), University of Uruguay, 1986
- Civil Engineer (Structural Engineering), University of Uruguay, 1984
- Registered Professional Engineer Civil (LA License No 33646);

Memberships

- Member of Coasts, Oceans, Ports, and Rivers Institute (COPRI)
- Member of American Society of Civil Engineers (ASCE)
- Member of Interamerican Association of Sanitary and Environmental Engineering (AIDIS)

Relevant experience summary

Dr. Rodriguez is a civil engineer with more than 30 years of experience specializing in environmental engineering and water resources engineering, including coastal engineering, hydraulics, hydrology, sedimentation, and water quality. He is specialized in the developing and/or using of numerical models to study wave transformation, hydrodynamics (circulation, storm surge, flooding), and the associated coastal processes such as sediment transport, morphological changes, and pollutant migration. Dr. Rodriguez has extensive experience developing two- and three-dimensional hydrodynamic, sediment transport and water quality modeling studies in estuaries, coastal zones, rivers, lakes and reservoirs, as well as wave modeling and dynamic mooring analysis modeling. He has strong experience in the use of leading modeling platforms including MIKE, Environmental Fluid Dynamics Code (EFDC), Water Quality Analysis Simulation Program (WASP), EPD-RIV1, VPLUMES, Cormix, Bouss2D, Delft3D, Flow3D, CE-QUAL-W2 and HEC-RAS. His teaching experience includes courses on fluid dynamics, open channel flow, and environmental hydraulics, which he taught at the University of Uruguay and at the University of Florida. He participated as a project engineer in the study and design of numerous sewage plants

Delaware River Modeling | 2023

June 2019-Present. For the Delaware River Basin Commission (DRBC), Dr. Rodriguez is the project manager for assistance on the improvement of the hydrodynamic and water quality model of the Delaware River and Estuary using EFDC and WASP. Under the contract GHD updated the wetting and drying conditions in the linkage file between EFDC and WASP8 and provides DRBC as-needed support on EFDC. Provided technical review of the model implementation and made changes to the EFDC code needed to a proper development of the Delaware River and Estuary model.

Mississippi River Vikings Cruise Port | 2023

March-May 2023. Viking Cruises are developing and upgrading several ports along the Mississippi river for the mooring of river cruise ships. Dr Rodriguez developed and review numerical model to conduct mooring analysis for the facilities at St Francisville, LA; Natchez, MS and Houmas House, LA.

San Jacinto River Waste Pits, Texas | 2022

July 2021 – July 2022. Lead Modeler for the Environmental Protection Agency (EPA) Dr. Rodriguez was responsible to setup a numerical hydrodynamic model using the Environmental Fluid Dynamic Code (EFDC) of the San Jacinto River to evaluate the effects on the floodplain of the cofferdam walls placed for the bottom clean-up of the San Jacinto River Waste Pits Superfund Site.

Coastal Flooding Risk Assessment | 2021

GHD was engaged by GHD UK to provide a coastal flooding risk assessment for the Environmental Impact of the Cayman Islands Integrated Solid Waste Management System. The Integrated Solid Waste Management System (ISWMS) comprises 34.1 acres and is located on the west coast of Grand Cayman,

north of George Town. A coastal model was developed and calibrated to simulate storm surge elevations resulting from hurricane events that are based on three exposure categories: category 2, 3 and 5 hurricanes.

Savannah Harbor Model Recalibration and Startup Period simulation | 2021

July 2020 – March 2021. Lead Modeler for the U.S. Corp of Engineers Savannah District. Dr. Rodriguez was responsible for updating and recalibrating the 2016 Environmental Fluid Dynamics Code (EFDC) hydrodynamic model and WASP water quality model of the Savannah Harbor. The models were used to assess the success of the Oxygen Injection System during the Startup Period.

Port Everglades Harbor Monitoring | 2021 November 2020-July 2021.

For the U.S. Army Corps of Engineers (Corps), Jacksonville District, GHD is performing water quality monitoring services to support the Operation and Maintenance dredging event for Port Everglades Harbor in Florida. The services include on-site inspection, monitoring, reporting, and oversight at the Federal Channels of Port Everglades, FL. Tasks performed for this project include field data collection of ADCP transects, installation and maintenance of six fixed monitoring stations to collect continues data of salinity, temperature and turbidity, synoptic collection of salinity, temperature and turbidity profiles and TSS samples through the duration of the project, collection of bottom sediment samples. Other tasks performed include the collected data analysis and QA/QC.

Miami Dade County Coastal Erosion Hotspots: Modeling, Planning & Design Services | Miami Dade County RER-DERM | Miami, FL | 2019

November 2019-present. The Miami-Dade County Division of Environmental Resources Management (DERM), Department of Regulatory and Economic Resources (RER) retained GHD to provide coastal modelling, planning, permitting, and design services to identify and mitigate coastal erosion hotspots along approximately 13 miles of the Miami-Dade County shoreline. The shoreline of interest extends from Florida Department of Environmental Protection (FDEP) reference monuments R-7 to R-74 and comprises beach shorelines extending from a northern boundary of Sunny Isles to the Government Cut north jetty.

MSC Cruises Terminal Expansion at PortMiami | Arquitectonica | Miami, FL | 2019

June 2019-December 2019. MSC Cruises is proposing a new terminal expansion to be located along the eastern end of Dodge/Lummus Island. GHD was retained by Arquitectonica on behalf of MSC Cruises to provide coastal and mooring basis of analysis report that includes the development of site environmental conditions, underkeel clearance and scour potential during vessel arrival/departure, mooring and berthing analysis that includes a passing vessel study, and a top of wall assessment. Dr. Rodriguez conducted a dynamic mooring analysis developing numerical models using MIKE21 MA.

Savannah Harbor Expansion Project | 2019 March 2019-July 2019.

For Georgia Port Authority, support the monitoring and modeling of the dissolved oxygen injection system into the Savannah Harbor.

Review and process the monitoring data and assist in the modeling of the injection system and its effects on the harbor.

Pearl and Leaf Rivers, Mississippi Nutrient and Temperature Water Quality Modeling | 2019.

Project Manager of the development and application of a hydrodynamic and water quality model to evaluate the impacts of Georgia Pacific nutrient discharges on the chemical and biological parameters of the Pearl and Leaf Rivers.

Sediment study for Savannah Harbor with the USACE Savannah District and Jasper Ocean Terminal

Lead Modeler |
U.S. Corp of Engineers Savannah District | Savannah, GA and Jasper County, SC | Sep 2017 - July 2018

Lead Modeler for the U.S. Corp of Engineers Savannah District. September 2017-July 2018. Dr. Rodriguez was responsible for updating the 2016 Environmental Fluid Dynamics Code (EFDC) Savannah Harbor model and implementing the sediment transport simulation in the river and harbor. Dr. Rodriguez lead the team that used the model to assess sedimentation and shoaling rates within the navigational channel and determine amount of dredged material requiring removal to maintain a safe navigation channel and berth access to the proposed Jasper Ocean Terminal.

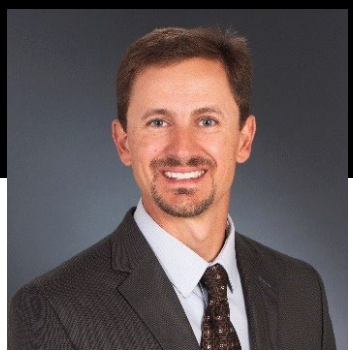
Dispersion of sediment plume during the dredging operation at Backbay

Senior Water Resources Engineer |
Biloxi, MS | Jan 2017- Mar 2017

Dr. Rodriguez worked on the setup of a sediment transport model to understand the potential impacts of the proposed restauration construction at Backbay Island site to the Phase IV NRDA reef restoration projects located in its vicinity. A preliminary analysis used the hydrodynamic and sediment transport modules of the Delft3D modeling package. The modules used includes the hydrodynamic module (Delft3D-FLOW), the Delft3D-SED module, and Delft3D-MOR modules to represent the suspended sediment patterns

Jeremy Svehla PE, QSD/P

Coastal Resiliency and Wetland Restoration



Location
Eureka, CA

Experience
20 years

Qualifications/Accreditations
- BS, Environmental Resources Engineering, Humboldt State University, Arcata, CA, 2003
- Civil Engineer, CA #72169, OR #84314
- Qualified Stormwater Pollution Prevention Plan (SWPPP) Developer/Practitioner #00159

Key technical skills
- Coastal Resiliency
- Habitat Restoration Design
- Flood Management and Sea Level Rise Adaptation
- Hydrology, Hydraulics and Geomorphology
- CEQA, NEPA, and Permitting
- Granting Writing
- Construction Management

Memberships
- American Society of Civil Engineers (ASCE), North Coast Branch, Past Director
- American Fisheries Society (AFS)
- City of Arcata, Wetlands and Creek Committee, 2014 - Present
- Humboldt State University Environmental Resources Engineering Department, ABET Accreditation Advisory Committee, 2010 - Present

Relevant experience summary

Jeremy Svehla is a professional engineer with over 20 years of experience in water resources and coastal engineering, encompassing a broad range of engineering design, project management, and construction management for large-scale wetland improvements, stream habitat restoration, and flood control projects, especially within the Coastal Zone of California. This has involved managing the Eel River Restoration Program comprised of the Salt River Ecosystem Restoration Project involving restoration of the lower 7.7-mile reach of the Salt River corridor and 450 acres of tidal salt marsh. He is also managing restoration of the lower 2.5-mile reach of Centerville Slough, 150 acres of tidal salt marsh, and 15 acres of coastal dunes in the Eel River Estuary. His skills range grant writing, geomorphic assessments, shoreline assessments, 2D hydrodynamic modeling, riverine and estuarine habitat restoration design, and sea level rise adaptation planning. He has served as project manager or project engineer for restoration projects and habitat improvement/enhancements for the majority of our team's high-profile restoration experience. As a testament to the quality of his service, Jeremy was named the ASCE San Francisco Section North Coast Branch "Engineer of the Year" in 2015.

South Carlsbad Boulevard Managed Retreat
Project Director

San Diego County | Carlsbad, CA

Senior Engineer for a State Coastal Conservancy funded project that seeks to retreat a two-mile segment of Highway 101 to a more resilient location and revision abandoned coastal lands to activate the space for public uses (active/passive recreation and access), restore habitat and utilize nature based shoreline protection elements to slow the of the erosion of the bluffs. The project involves extensive stakeholder and community engagement, alternatives development and feasibility analysis to identify a preferred Climate Adaptation Plan for the relocated segment of highway.

Bayshore Bikeway Resiliency Project
Project Director

San Diego County | Imperial Beach, CA

Senior Engineer responsible for development of nature-based adaptation strategies for a vulnerable low-lying stretch of Bayshore, located adjacent to San Diego Bay in the community of Imperial Beach. Project elements include development of a living levee along the existing bikeway to achieve multiple benefits, including creation of habitat transition zones, flood protection to the community and improved tidal hydraulics. The project seeks to provide ecosystem resilience and flood protection for 3.5 feet of sea level rise consistent with the State of California's Climate Action Plan.

San Francisco South Bay Salt Pond Restoration

Project Engineering/Constructability Reviewer
San Francisco Bay, CA

Involvement on this project included constructability plan-check, quality assurance and environmental compliance review of construction documents. Role included review of shoreline erosion potential, suitability of sediment reuse for set-back berm construction and identification of haul route constraints due to traffic and dust suppression constraints. The review also included value-engineering assessment to reduce overall construction cost while increasing project biddability and constructability.

SLR Adaptation Plan for Transportation Infrastructure in the Eureka Hydrologic Area

Project Manager
Humboldt County Department of Public Works | Humboldt Bay, CA

As part of a study to identify shoreline vulnerability and adaptation projects to address SLR, shoreline erosion, and sedimentation from coastal streams throughout a 3,000-acre study area—including the US Highway 101 corridor between Arcata and Eureka—is leading the project team to determine vulnerabilities to SLR impacts and adaptation measures that will reduce long-term risk. The study focuses on the geomorphic response to episodic storm events and long-term increases in sea levels. Humboldt County Department of Public Works leads the project, partnered with Caltrans, HCAOG, and City of Eureka. The project is funded through a Caltrans Sustainable Communities Grant Program.

Hanson Russian River Floodplain Restoration

Project Manager
Sonoma County | Near Windsor, CA

Serves as Project Manager for this ongoing project to restore 350 acres of former gravel pit mines to a riparian floodplain on the Russian River near the Town of Windsor. Work involves riverine hydraulic analyses, groundwater assessments to support final design (assessing the hydraulic and fate-transport of accumulated methylmercury at the bottom of the mine pits), California Environmental Quality Act (CEQA) and regulatory approvals, and 4.7 million cubic yards of earthwork to re-contour and re-connect the floodplain to the river. The project will improve geomorphic stream function, increasing riparian buffers and habitat diversity for avian and aquatic listed species while reducing further accumulation of methyl mercury and flood reduction. Led the project team through initial data collection, hydrogeologic and geotechnical studies, and preliminary design to support regulatory approvals. The project is funded by the California Coastal Conservancy and the California Department of Fish & Wildlife.

Salt River Ecosystem Restoration Project

Project Manager
Humboldt County Resource Conservation District (HCRCD) | Humboldt County, CA

Served as Project Manager for this ongoing project which includes restoration of the lower 7.7-mile reach of the Salt River corridor and 450 acres or tidal salt marsh in the Eel River estuary. Project objectives include removal of salmonid migration barriers, improvements to geomorphic stream function, increased riparian buffers, increased tidal exchange and habitat diversity for avian and aquatic listed species. Responsibilities have included leading the project team through development of permit applications, channel design, Environmental Impact Report (EIR) support, and development of construction documents and construction management for this $34 million restoration project.

White Slough SLR Resiliency and Tidal Marsh Restoration Project

Project Manager
US Fish & Wildlife Service | Humboldt Bay National Wildlife Refuge, Loleta, CA

Provided planning, permitting, construction contracting, and construction oversite assistance to the US Fish and Wildlife Service (USFWS) project, located on the Humboldt Bay National Wildlife Refuge adjacent to Highway 101. Work involves the removal of failed earthen levees and construction of new set-back levees designed to attenuate wind-wave energy and reduce impacts to sensitive tidal marsh habitat and US Highway 101 from SLR. Provided USFWS with sediment reuse planning assistance, Caltrans encroachment permit application assistance, traffic control plans, design review, construction management.

Awards

- Homer Arnold Award for Lower Van Duzen River Streambank Restoration and Fish Passage Improvement Project
- ASCE San Francisco Section North Coast Branch Engineer of the Year, 2015

Career history

2005 - present	GHD (formerly Winzler and Kelly), Technical Director
2003 - 2005	Michael Love & Associates, Project Engineer
2000 - 2005	USDA-NRCS, Office Engineer / Student Intern

CHRISTY VILLA, PE

Principal Engineer

VILLA CIVIL



YEARS OF EXPERIENCE:
21

EDUCATION:
B.S. Structural Engineering, University of California, San Diego, 2003

LICENSES:
Professional Engineer (**Civil**), **California** #C70917

Ms. Christy Villa, PE brings over 21 years of experience in public works with an emphasis on active transportation planning and design, green street infrastructure, and writing, managing, and administrating Federal, State, and Local grants for public agencies. She has successfully secured over $12M in grant funding for local municipal agencies in San Diego County and has experience with a variety of grant programs including, but not limited to, the Active Transportation Program (ATP), Highway Safety Improvements Program (HSIP), and the Sustainable Communities Transportation Planning Grant Program.

PROJECT EXPERIENCE

Ms. Villa has successfully secured funding from the following grant programs:

Grant Name	Amount
Caltrans ATP Cycle 3 Augmentation	$996,000
Caltrans Sustainable Communities Planning Grant Program	$210,450
Caltrans ATP Cycle 2	$4,670,000
Caltrans Sustainable Communities Transportation Grant Program	$250,000
DWR Prop 84 Stormwater Planning Grant	$241,000
DWR Round 1 Prop 1	$1,400,000
EPA Water Infrastructure Finance and Innovation Act (WIFIA)*	$96,000,000
The U.S. D.o.D. Office of Local Defense Community Cooperation	$500,000

On-Call Grant Writing and Grant Administration | Long Beach Water Department
Principal Engineer providing grant administration services for a variety of Long Beach Water Department (LBWD) programs funded through State and Federal grants. This includes grant administration support, and coordination with Long Beach Water Department and City of Long Beach staff. Ms. Villa and Villa Civil staff are also retained by LBWD to assist in reviewing potential grant opportunities and preparing applications. Villa Civil staff periodically review existing, planned, and potential LBWD projects to identify projects or portions of projects that may be good candidates for grant funding. This includes identify funding opportunities to align LBWD objectives and develop strategies to secure these funds. Strategies include facilitating meetings with funding agencies and helping to create new opportunities favorable to LBWD projects.

Santa Fe Drive Bike and Corridor Improvements | City of Encinitas
As part of Caltrans' Active Transportation Program Cycle 3 Augmentations, Ms. Villa is currently providing project management services for this $1.2M project. Responsibilities include coordinating with state and federal agencies, preparation of agency allocation requests, environmental documentation, and quarterly reporting. This project involves a combination of infrastructure and non-infrastructure components including the construction of new sidewalks, curbs, gutters, and curb ramps in addition to pavement improvements for new bike lanes and traffic calming features.

* Performed as Principal and CEO of Hoch Consulting

APPENDIX B – PROPOSAL CHECKLIST

Tab A – Proposal Checklist

Instructions:

a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.

b) Follow the instructions in each section of this solicitation.

c) Present all requested items in the index tabs ordered A through G as shown.

d) Label each item presented and include additional items on your table of contents.

e) All proposals must include a detailed description of each proposed service to be provided.

f) Proposers that do not follow the bid instructions found in the separate document titled "**Terms and Conditions"** may be found to be "non-responsive" and disqualified from the bid process.

Name of Company: Craftwater Engineering, Inc.

Service to provide: Consulting Services for for Channel Island Harbor Water Quality Feasibility Study and Implementation Plan

Main Point of Contact: Brad Wardynski, Sr. Project Manager and COO

E-mail: brad.wardynski@craftwaterinc.com **Phone:** 213-393-2392

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

- ☐ Tab A: Proposal Checklist *(this page)*
- ☐ Tab B: Acknowledgements
- ☐ Tab C: Company Profile/ Experience
- ☐ Tab D: Scope of Services
- ☐ Tab E: References
- ☐ Tab F: Cost/Budget Narrative
- ☐ Tab G: Proposer Attachment

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, Brad Wardynski of Craftwater Engineering, Inc.

Printed Name of Agent/Officer **Name of Organization**

Hereby certify that by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature:  Date: 12/6/23

Title of Agent/Officer: Sr. Project Manager & COO

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

Tab B - Acknowledgement

1. **Clarifications, Exceptions, or Deviations**

   All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

   The following contractual terms are **non-negotiable:**

   a. Termination
   b. Indemnification
   c. Insurance
   d. Conflict of Interest
   e. Governing Law
   f. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

PROPOSER'S RESPONSE: None

2. **Evidence of Insurability/Business Licenses**

   All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

3. **Transition (If applicable)**
   Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:
   a. Continue delivering services until notified otherwise; and
   b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
   c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new company/firm/contractor, upon termination or expiration of this agreement for any reason; and
   d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab C - Company Profile/Experience

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

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

PROPOSER'S RESPONSE: Craftwater Engineering, Inc. (a California corporation)

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

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

a. ***PROPOSER'S RESPONSE:*** No contributions to any elected officials were made by owners Chad Helmle & Brad Wardynski

b. ***PROPOSER'S RESPONSE:*** See Attachment 1

c. ***PROPOSER'S RESPONSE:*** 4.5 years in business providing relatated services with current business name.

d. ***PROPOSER'S RESPONSE:*** For office locations see Technical Proposal Section 1.2 and for allocations see Section 2.2

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

PROPOSER'S RESPONSE: None

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE: Brad Wardynski, brad.wardynski@craftwaterinc.com & Chad Helmle, chad.helmle@craftwaterinc.com

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

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

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

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

   a. ***PROPOSER'S RESPONSE:*** See Technical Proposal Section 2.2

   b. ***PROPOSER'S RESPONSE:*** See Appendix A

   c. ***PROPOSER'S RESPONSE:*** See Appendix A

   d. ***PROPOSER'S RESPONSE:*** See Appendix A

   e. ***PROPOSER'S RESPONSE:*** See Technical Proposal Section 2.2. and Appendix A

   Proposer can add as many sections to this response box as it needs to state all employees providing services.

6. **Certification of Non-Debarment** (If this solicitation will be receiving grant funding, this section would be applicable, if not, please remove)

   The City of Oxnard will be receiving Federal or State Grant funds.

   The potential proposer must go to the following website:

   (https://www.sam.gov/portal/public/SAM) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the City immediately if debarred at any time during the contract period.

Vendors must certify that it or any of its subcontractors do not appear on State and Federal exclusionary lists, including but not limited to:

i. General Services Administration (GSA) Excluded Parties Lists System (EPLS)
ii. In the event the vendor is excluded, ineligible, or terminated from participation in State and/or Federal programs, the solicitation process shall be subject to immediate termination and a contract will not be awarded.

PROPOSER'S RESPONSE: See Attachment 2

PROPOSER'S RESPONSE:

CERTIFICATIONS

As an authorized representative of my Firm/Company/Sole Proprietorship, I hereby attest that my Firm/Company/Sole Proprietorship is not excluded, ineligible, or terminated from participation in State or Federal programs and does not appear on any of the following lists:

a. General Services Administration (GSA) Excluded Parties Lists System (EPLS)

I further attest that if selected, my Firm/Company/Sole Proprietorship will conduct regulatory sanction and exclusion screenings of subcontracted entities prior to engagement with said entities and monthly thereafter.

I understand that if my Firm/Company/Sole Proprietorship becomes excluded, ineligible, or terminated from participation in State and Federal programs, any contracts held with the City will be subject to immediate termination for cause.

Signature:  Date: 12/6/23

Title of Agent/Officer: Sr. Project Manager & COO

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

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Proposer. This solicitation is available for electronic download at www.publicpurchase.com.

Proposers must address all points in this section. All responses are in italicized font in the box.

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

PROPOSER'S RESPONSE: See Technical Porposal Section 2.3, 3.2, and Scope of Services in the RFP

Tab E - References

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

Reference 1	
Company name:	Ventura Countywide Stormwater Quality Management Program
Address:	336 Sanjon Rd, Ventura, CA 93001
Contact person:	Arne Anselm, Chair and Deputy Director
Email address:	arne.anselm@ventura.org
Telephone address:	(805) 654-3942
Project name:	Ventura Watershed Management Programs
Dates worked performed:	April 2022 - Present
Summary of scope of services:	Water quality science, modeling, and implementation planning
Project cost:	$1.25M

Reference 2	
Company name:	City of Pasadena & Upper LA River Watershed Group
Address:	100 Garfield Ave n306, Pasadena, CA 91101
Contact person:	Dawn Petschauer, Stormwater Program Administrator
Email address:	dpetschauer@cityofpasadena.net
Telephone address:	(626) 744-3929,
Project name:	Bacteria Load Reduction Strategy; preSIP Scientific Study; Stormwater Master plan
Dates worked performed:	May 2020-Present
Summary of scope of services:	Water quality science, modeling, engagement, and implementation planning
Project cost:	$4M+

Reference 3	
Company name:	City of Monrovia & SGVCOG Water Working Group
Address:	600 Mountain Ave, Monrovia, CA 91016
Contact person:	Alex Tachiki, Director of Public Works
Email address:	atachiki@ci.monrovia.ca.us
Telephone address:	(626) 932-5553
Project name:	Revised WMP, RH/SGR Feasibility Studies, RH Ecosystem Design, NPDES Compliance Support
Dates worked performed:	October 2020-Present
Summary of scope of services:	Water quality science, modeling, engagement, feasibilty, design, and implementation planning
Project cost:	$3M+

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER'S RESPONSE: See Relevant Contract Details in Technical Proposal Section 1.4 and Attachment 3

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

PROPOSER'S RESPONSE: None.

Tab F - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers may also include any other documents as information to further explain the proposed costs.

Proposals must be submitted electronically via PublicPurchase.com.

The Cost Proposal is required to be submitted separately from the technical proposal.

Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Proposer's Response box as the example shows below:

Below is an example:

Tab C - Company Profile

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

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

PROPOSER'S RESPONSE: Located in "Attachment 1"

2. Proof of non-profit status, if applicable

PROPOSER'S RESPONSE: Located in "Attachment 2"

Tab G - Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding Attachment Number into the Proposer's response box with the words "See Tab G." List all attachments with an index tab.
List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	Company Organization Chart	1
Attachment 2	General Services Administration Excluded Parties Lists System Certification	1
Attachment 3	Recent Contract List	1
Attachment 4		
Attachment 5		
Attachment 6		
Attachment 7		
Attachment 8		

ATTACHMENT 1 – COMPANY ORGANIZATIONAL CHART

ATTACHMENT 1: COMPANY ORGANIZATION CHART

1. **President: Chad Helmle***
    a. Oliver Galang*
    b. Rowan Roderick-Jones
    c. Merrill Taylor*
    d. Thom Epps*
        i. Randy Wade*
        ii. Wisdom Akatu*
    e. Brianna Datti*
        i. Pauline Nguyen*
        ii. Connor Rudmann
        iii. Avery Reiter
        iv. Alexis Wrzesian*
    f. Courtney Semlow*
        i. Andrew Takahashi*
        ii. Shane Sasaki
        iii. Lucas Tang
        iv. Heather Kurtzman
        v. Ethan Morgan
2. **Vice President: Brad Wardynski***
    a. Scott Iwamoto*
    b. Rachel McFerrin*

*Staff who will provide services under this contract.

ATTACHMENT 2 - GENERAL SERVICES ADMINISTRATION EXCLUDED PARTIES LISTS SYSTEM CERTIFICATION

An official website of the United States government Here's how you know

Multiple emails from SAM.gov Show Details
Dec 7, 2023

Entity Validation Processing Show Details
Dec 5, 2023

See All Alerts

SAM.GOV®

Home Search Data Bank Data Services Help

Search | All Words | e.g. 1606N020Q02 | Search Results | Saved Searches

Select Domain
Entity Information

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search | Search Editor

Any Words

All Words

Exact Phrase

e.g. 123456789, Smith Corp

CZ8FL9GP6935 ×

Entity

Location

Status

- [x] Active
- [ ] Inactive

Reset

Sort by

Relevance

Showing 1 - 1 of 1 results

CRAFTWATER ENGINEERING, INC. Active Registration

Entity

Unique Entity ID
CZ8FL9GP6935

CAGE Code
8C8T2

Physical Address
11026 CAMINITIO VISTA PACIFICA, SAN DIEGO, CA 92131 USA

Expiration Date
Oct 8, 2024

Purpose of Registration
All Awards

1 of **1**

Results per page

25

Feedback

Our Website

About This Site

Our Community

Release Notes

System Alerts

Our Partners

Acquisition.gov

USASpending.gov

Grants.gov

More Partners

Policies

Privacy Policy

Customer Service

Help

WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov
An official website of the U.S. General Services Administration

An official website of the United States government Here's how you know

Multiple emails from SAM.gov Show Details
Dec 7, 2023

Entity Validation Processing Show Details
Dec 5, 2023

See All Alerts

SAM.GOV®

Home Search Data Bank Data Services Help

No results found

Search.

Search Results | Saved Searches

Select Domain
Entity Information

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search | **Search Editor**

Any Words

All Words

Exact Phrase

e.g. 123456789, Smith Corp

CZ8FL9GP6935 ×

Classification

Excluded Individual

Excluded Entity

Entity Name

No results found

Unique Entity ID

CZ8FL9GP6935 ×

CAGE / NCAGE

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset

No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

Go Back

Feedback

Our Website

About This Site

Our Community

Release Notes

System Alerts

No results found

Poli

Privacy Policy

Disclaimers

Freedom of Information Act

Accessibility

Our Partners

Acquisition.gov

USASpending.gov

Grants.gov

More Partners

Customer Service

Help

Check Entity Status

Federal Service Desk

External Resources

Contact

WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov
An official website of the U.S. General Services Administration

ATTACHMENT 3 – RECENT CONTRACT LIST

he ta le elo lists recent contracts a arded to raft ater in the last ears. or rele ant ro ect contact d et and other details lease refer to ection . of the echnical Pro osal.

Craftwater considers this list proprietary and confidential, and we respectfully request that it is not shared publicly.

Services: Civil Engineering Consulting for all projects

ChargeTypename	Billable

	Row Labels	Sum of ExpectedRevenue
Year	**2020**	**$4,375,320.77**
	20-012	**$630,004.97**
	Pasadena Stormwater Master Plan	$630,004.97
	City of Pasadena	$630,004.97
	20-017	**$515,051.80**
	RH/SGR Feasibility Studies	$515,051.80
	RH/SGR Watershed Management JPA	$515,051.80
	20-035	**$1,000,000.00**
	LRS Adaptation Scientific Study	$1,000,000.00
	SGVCOG	$1,000,000.00
	20-039	**$2,156,700.00**
	ULAR/ RH PreSIP Scientific Study	$2,156,700.00
	SGVCOG	$2,156,700.00
	20-046	**$9,064.00**
	DC EWMP Update	$9,064.00
	CDM Smith, Inc	$9,064.00
	20-049	**$64,500.00**
	Santa Monica Bay J2/J3 EWMP Update	$64,500.00
	Larry Walker Associates, Inc.	$64,500.00
Year	**2021**	**$5,314,821.06**
	20-031	**$19,906.00**
	Bolivar Performance Validation	$19,906.00
	City of Lakewood	$19,906.00
	20-032	**$379,237.00**
	Safe, Clean Water Credit Trading Program (Phase 2)	$379,237.00
	DRP Engineering, Inc.	$379,237.00
	20-036	**$517,524.00**
	Red Morton Park Regional Stormwater Capture Project	$517,524.00
	Redwood City	$517,524.00
	20-038	**$100,000.00**
	San Mateo County Task #3 Advancing Stormwater Capture Projects - Master Plan	$100,000.00
	County of San Mateo	$100,000.00
	20-064	**$112,203.00**
	LCC Heartwell Park at Clark, Feasibility Study	$112,203.00
	Long Beach	$112,203.00
	20-122	**$7,520.00**
	RH/SGR Water Quality Group's SWRP Updates	$7,520.00
	City of Monrovia	$7,520.00
	20-123	**$657,306.00**
	Encanto Park SW Design	$657,306.00
	City of Monrovia	$657,306.00
	20-127	**$200,000.00**
	Watsonville GI Plan	$200,000.00
	City of Watsonville	$200,000.00
	20-131	**$1,850,623.00**
	SCWP Metrics and Monitoring Study	$1,850,623.00
	DRP Engineering, Inc.	$1,850,623.00
	20-139	**$77,732.00**
	MacArthur Lake Rehabilitation Project	$77,732.00
	City of LA BOE	$77,732.00
	21-001	**$16,000.00**
	USCR EWMP Updates	$16,000.00
	Upper Santa Clara River WMG	$16,000.00
	21-009	**$2,040.00**

SGVCOG TO-01 post-Fire Monitoring	$2,040.00
SGVCOG	$2,040.00
21-012	**$95,000.00**
NYCDEP Water Quality Modeling Support	$95,000.00
NYCDEP	$95,000.00
21-016	**$94,774.00**
Feasibility Study and 10% Design for York Field	$94,774.00
John L Hunter & Associates	$94,774.00
21-019	**$200,570.00**
TO-047.22 Stormwater Harvesting	$200,570.00
City of San Diego	$200,570.00
21-023	**$19,594.00**
WAR Eagle Rock Blvd Stormwater Capture Facility	$19,594.00
City of LA StreetsLA	$19,594.00
21-024	**$32,556.00**
Griffith Park Fern Dell Trail Revitalization and SW Project	$32,556.00
Friends of Griffith Park	$32,556.00
21-025	**$93,014.00**
Apollo Park Stormwater Capture	$93,014.00
City of Downey	$93,014.00
21-027	**$15,358.00**
Merced Avenue Improvements	$15,358.00
City of El Monte	$15,358.00
21-029	**$22,000.00**
RAA Adaptive Management Review	$22,000.00
City of La Verne	$22,000.00
21-030	**$26,104.00**
Atwood Multipurpose Trail	$26,104.00
City of Placentia	$26,104.00
21-032	**$15,985.00**
Culver Boulevard SW Capture Project Analysis for Caltrans Funding Participation	$15,985.00
City of Culver City	$15,985.00
21-033	**$33,945.00**
Navy Utility Location/Assessment Services - LeMoore	$33,945.00
US Navy	$33,945.00
21-034	**$3,000.00**
TO44 â€“ WAMP â€“ Channels	$3,000.00
City of San Diego	$3,000.00
21-035	**$24,790.00**
TO-001.21 Funding Strategy Credit Program	$24,790.00
City of San Diego	$24,790.00
21-036	**$38,146.00**
Glendora Green Street Project Feasibility Study	$38,146.00
County of Los Angeles	$38,146.00
21-037	**$69,289.00**
WAMP Implementation	$69,289.00
City of San Diego	$69,289.00
21-038	**$24,990.00**
Monrovia FY 21/22 As-Needed Stormwater Program Services	$24,990.00
City of Monrovia	$24,990.00
21-039	**$19,822.00**
CIP Database Support	$19,822.00
City of LA Sanitation	$19,822.00
21-041	**$44,742.00**
Lakewood Equestrian Center SCW Support	$44,742.00
John L Hunter & Associates	$44,742.00
21-042	**$14,550.00**
NPDES COMPLIANCE REPORTING & REGULATORY SUPPORT â€“ MS4 PERMIT	$14,550.00
SGVCOG	$14,550.00

	21-043	**$273,000.00**
	Stormwater Funding Measure and Communications	$273,000.00
	City of San Diego	$273,000.00
	21-044	**$61,050.00**
	2021 ULAR Annual Report	$61,050.00
	ULAR WMG	$61,050.00
	21-048	**$18,988.00**
	TO042.22 - Design/Construction Plans for Otay Reed and Hollister Quarry	$18,988.00
	Tetra Tech	$18,988.00
	21-049	**$38,900.00**
	LCC Caltrans WLA Support	$38,900.00
	Richard Watson & Associates	$38,900.00
	21-055	**$15,181.00**
	GWMA Grant Writing Support	$15,181.00
	Gateway Water Management Authority (GWMA)	$15,181.00
	21-068	**$42,300.00**
	ARLA Visualization Support	$42,300.00
	Rockefeller Philanthropy Advisors	$42,300.00
	21-071	**$37,082.06**
	Carson Streetscape Conceptual Design Template	$37,082.06
	City of Carson	$37,082.06
Year	**2022**	**$11,317,548.12**
	20-043	**$47,499.92**
	TO070 Stormwater Standard Drawings	$47,499.92
	Tetra Tech	$47,499.92
	20-081	**$355,802.00**
	Spane Park SW Project DESIGN	$355,802.00
	City of Paramount	$355,802.00
	20-086	**$609,905.00**
	Finkbiner Park SW Capture DESIGN	$609,905.00
	City of Glendora	$609,905.00
	20-088	**$466,528.00**
	Furman Park SW Project DESIGN	$466,528.00
	City of Downey	$466,528.00
	20-090	**$850,000.00**
	Simms Park SW Project DESIGN	$850,000.00
	City of Bellflower	$850,000.00
	20-099	**$71,250.00**
	LLAR GAP	$71,250.00
	Gateway Water Management Authority (GWMA)	$71,250.00
	20-100	**$71,250.00**
	LSGR GAP	$71,250.00
	Gateway Water Management Authority (GWMA)	$71,250.00
	20-102	**$74,023.00**
	Skylinks Golf Course at Wardlow DESIGN Phase 2	$74,023.00
	Tetra Tech	$74,023.00
	20-102Ph1	**$154,649.00**
	Skylinks Golf Course at Wardlow DESIGN Phase 1	$154,649.00
	Tetra Tech	$154,649.00
	20-103	**$85,443.00**
	El Dorado Regional Project DESIGN Phase 2	$85,443.00
	Tetra Tech	$85,443.00
	20-103Ph1	**$223,058.00**
	El Dorado Regional Project DESIGN Phase 1	$223,058.00
	Tetra Tech	$223,058.00
	20-118	**$229,580.00**
	ULAR Fire Effects Study	$229,580.00
	WSP USA E&I	$229,580.00
	20-128	**$188,000.00**

LAUSD Living Schoolyards Study	$188,000.00
TreePeople, Inc.	$188,000.00
20-138	**$506,109.00**
Arroyo Seco Water Reuse & Natural Stream Restoration Project	$506,109.00
City of Pasadena	$506,109.00
20-140	**$50,000.00**
Lankershim Blvd Local Area Flow Management	$50,000.00
CDM Smith, Inc	$50,000.00
20-141	**$50,000.00**
Oro Vista Local Area Urban Flow Management	$50,000.00
CDM Smith, Inc	$50,000.00
21-005	**$1,563,907.20**
Ventura WMPs	$1,563,907.20
Ventura County Public Works Agency	$1,563,907.20
21-006	**$164,184.00**
Torrance Airport Stormwater Basin Project	$164,184.00
Tetra Tech	$164,184.00
21-022	**$31,226.00**
Parkway Drive Improvements	$31,226.00
Alta Planning + Design, Inc.	$31,226.00
21-045	**$84,254.00**
Marengo Yard SW Improvement Project	$84,254.00
City of Alhambra	$84,254.00
21-053	**$913,335.00**
Twin Pines Park Project	$913,335.00
City of Belmont	$913,335.00
21-058	**$947,101.00**
Lynwood City Park Stormwater Capture Project	$947,101.00
City of Lynwood	$947,101.00
21-061	**$260,596.00**
Santa Monica Feasibility Studies & Design Concept Reports	$260,596.00
City of Santa Monica	$260,596.00
21-063	**$600,000.00**
Green City Master Plan	$600,000.00
City of Salinas	$600,000.00
21-072	**$610,027.00**
LADWP Stormwater Capture Parks Program Phase 2	$610,027.00
Carollo Engineers	$610,027.00
22-002	**$34,104.00**
Sierra Army Depot Resilience Review Program (SIAD RRP)	$34,104.00
Tetra Tech	$34,104.00
22-003	**$83,028.00**
Progress Park Feasibility Study	$83,028.00
Richard Watson & Associates	$83,028.00
22-005	**$132,470.00**
San Jose Creek Multi-Use Bikeway RFP#2021-PW5	$132,470.00
Alta Planning + Design, Inc.	$132,470.00
22-008	**$15,635.00**
Clean California Local Grant Program	$15,635.00
City of El Monte	$15,635.00
22-009	**$7,550.00**
Arroyo Seco Water Reuse - Environmental Document & Permitting Services	$7,550.00
Psomas	$7,550.00
22-013	**$250,900.00**
MWD SW Capture Co-Benefit Pilot Study	$250,900.00
Rockefeller Philanthropy Advisors	$250,900.00
22-014	**$74,757.00**
Merced Ave Linear Park SW Capture Project Feasibility Study DESIGN	$74,757.00
City of El Monte	$74,757.00

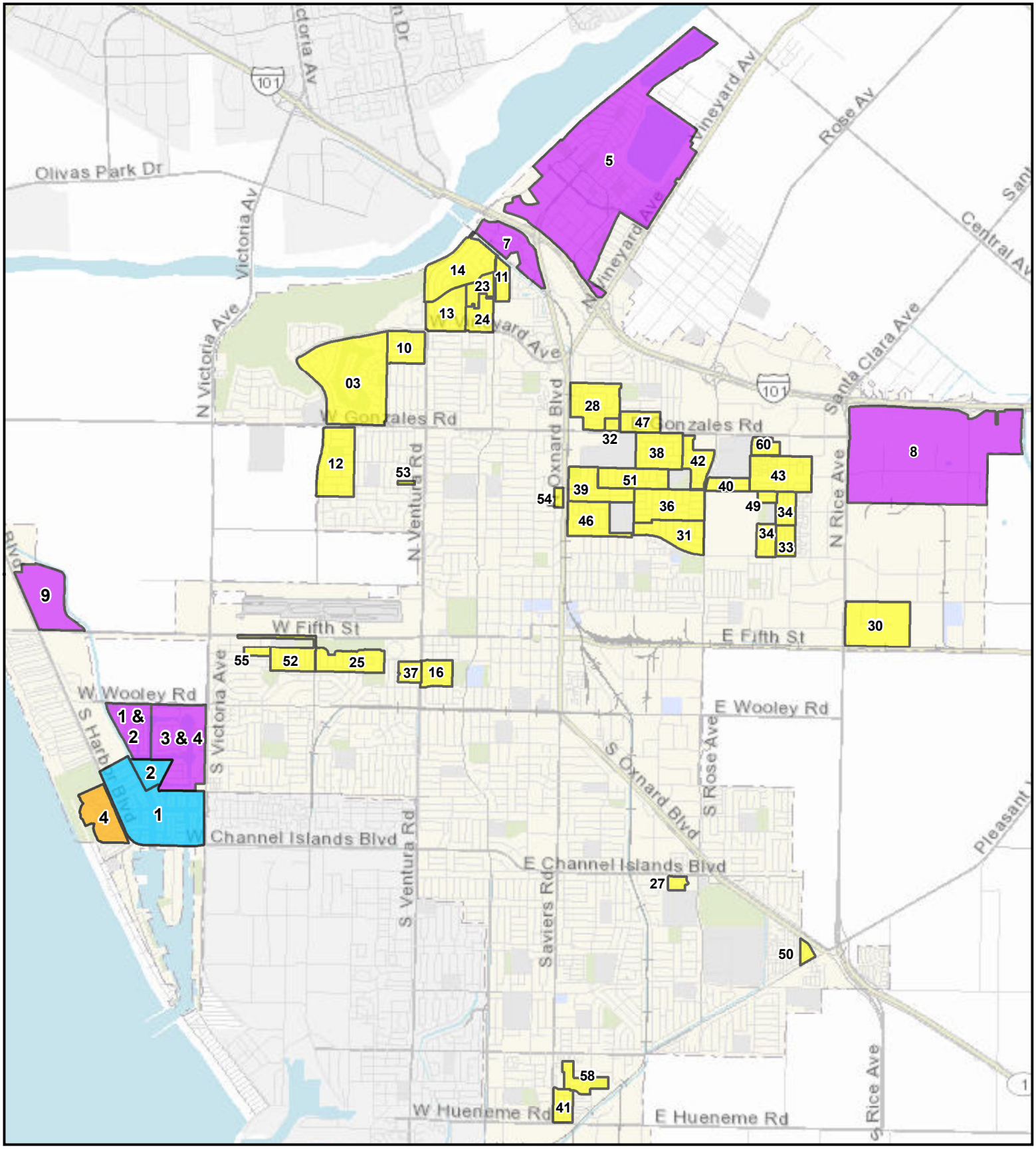
22-015	**$1,500.00**
Watsonville Grant Support (2022)	$1,500.00
City of Watsonville	$1,500.00
22-016	**$1,540.00**
EPA Financial Capability Assessment	$1,540.00
City of Monrovia	$1,540.00
22-017	**$104,137.00**
Wilmington Middle School Greening Project	$104,137.00
TreePeople, Inc.	$104,137.00
22-019	**$8,472.00**
Caruthers Park Stormwater Capture Project O&M Manual	$8,472.00
City of Bellflower	$8,472.00
22-020	**$2,000.00**
Task Order 4: Coachella Valley SW Channel Project QAPP	$2,000.00
CASC Engineering and Consulting, Inc.	$2,000.00
22-026	**$3,184.00**
Leucadia Master Plan	$3,184.00
City of Encinitas	$3,184.00
22-029	**$10,000.00**
Caltrans Sampling Support Services	$10,000.00
CASC Engineering and Consulting, Inc.	$10,000.00
22-030	**$4,828.00**
Merced Avenue Linear Park Public Engagement for Grant Support	$4,828.00
City of El Monte	$4,828.00
22-031	**$11,742.00**
El Dorado Safe Clean Water Program Reporting	$11,742.00
Tetra Tech	$11,742.00
22-032	**$18,664.00**
Skylinks Safe Clean Water Program Reporting	$18,664.00
Tetra Tech	$18,664.00
22-034	**$111,051.00**
Eagle Rock Blvd Multi Modal Stormwater Capture Project	$111,051.00
CDM Smith, Inc	$111,051.00
22-035	**$111,051.00**
Mission Mile Sepulveda	$111,051.00
CDM Smith, Inc	$111,051.00
22-036	**$1,500.00**
Salinas Caltrans Clean CA Grant Support	$1,500.00
City of Salinas	$1,500.00
22-037	**$40,000.00**
SCW CIP Prioritization	$40,000.00
Carollo Engineers	$40,000.00
22-039	**$208,321.00**
TO067 Stakeholder Outreach and Education	$208,321.00
Tetra Tech	$208,321.00
22-040	**$102,204.00**
FY23 Strategic Business Plan	$102,204.00
Tetra Tech	$102,204.00
22-041	**$14,493.00**
Broadway Manchester ATP	$14,493.00
Kimley-Horn & Associates, Inc.	$14,493.00
22-044	**$11,248.00**
Heartwell Park at PV SW Capture Support	$11,248.00
Richard Watson & Associates	$11,248.00
22-045	**$27,572.00**
TO056 Mitigation	$27,572.00
Tetra Tech	$27,572.00
22-048	**$50,000.00**
2022 ULAR Annual Report	$50,000.00

	SGVCOG	$50,000.00
	22-051	**$10,000.00**
	Green Street Project	$10,000.00
	2NDNATURE	$10,000.00
	22-052	**$8,723.00**
	ULAR MS4 Compliance & Reporting Interactive Website	$8,723.00
	SGVCOG	$8,723.00
	22-053	**$23,000.00**
	Municipal Stormwater NPDES Permit Compliance Assistance	$23,000.00
	C/CAG San Mateo County	$23,000.00
	22-069	**$10,500.00**
	TO02 FY23 Project Management Software	$10,500.00
	Dudek	$10,500.00
	22-078	**$110,440.00**
	LCC BMP Special Study	$110,440.00
	Richard Watson & Associates	$110,440.00
	22-079	**$257,000.00**
	TMDL Implementation Options & RAA Modeling	$257,000.00
	CASC Engineering and Consulting, Inc.	$257,000.00
	22-080	**$166,275.00**
	TO064 - SW Harvesting & Use Study	$166,275.00
	Tetra Tech	$166,275.00
	22-081	**$81,932.00**
	San Diego Bay IDEA	$81,932.00
	Michael Baker International	$81,932.00
Year	**2023**	**$12,171,958.67**
	20-072	**$1,104,000.00**
	Maximizing Impact of Minimum Control Measures	$1,104,000.00
	SGVCOG	$1,104,000.00
	20-095	**$999,607.00**
	Fairplex Regional Stormwater Project	$999,607.00
	City of Pomona	$999,607.00
	20-135	**$19,800.00**
	Ballona Creek WMP Update	$19,800.00
	Larry Walker Associates, Inc.	$19,800.00
	21-004	**$492,625.00**
	LRS Adaptation Scientific Study - Additional Funds	$492,625.00
	SGVCOG	$492,625.00
	21-040	**$437,000.00**
	LLAR and LSGR GAP Analysis Ph 2	$437,000.00
	Gateway Water Management Authority (GWMA)	$437,000.00
	21-064	**$99,894.00**
	Salinas Closter Park Green Street	$99,894.00
	Wallace Group	$99,894.00
	22-007TO1	**$249,064.00**
	Fern Dell Restoration & SW Capture Project Feasibility Study	$249,064.00
	LA County DPW	$249,064.00
	22-022TO1	**$377,094.00**
	Grand View Water Main Replacement Project	$377,094.00
	LA County DPW	$377,094.00
	22-022TO2	**$377,094.00**
	Rock Creek Water Main Improvement Project	$377,094.00
	LA County DPW	$377,094.00
	22-049	**$41,445.50**
	ULAR WMP Comment Response	$41,445.50
	SGVCOG	$41,445.50
	22-054	**$76,603.70**
	Development of a Feasibility Study for the Arrow Hwy Beautification Project; P-1040	$76,603.70
	City of Irwindale	$76,603.70

22-060	**$726,709.00**
York Field SW Capture Project	$726,709.00
City of Whittier	$726,709.00
22-066	**$20,000.00**
SCWP Workforce Landscape Assessment	$20,000.00
Conservation and Natural Resources Group, LLC	$20,000.00
22-071	**$88,754.00**
Independence Park SW Project	$88,754.00
John L Hunter & Associates	$88,754.00
22-076	**$449,365.00**
MacArthur Lake SW Capture Design	$449,365.00
Carollo Engineers	$449,365.00
23-001	**$5,000,000.00**
As-Needed Community Focused SW Project Service	$5,000,000.00
County of San Diego	$5,000,000.00
23-001TO1	**$63,776.00**
Multi-Year Workplan for Delivery of Community Focused Stormwater Projects	$63,776.00
County of San Diego	$63,776.00
23-001TO2	**$751,517.00**
Project Opportunity Analysis	$751,517.00
County of San Diego	$751,517.00
23-001TO3	**$100,000.00**
Spooners Mesa Stormwater Culvert Improvements – Feasibility Study	$100,000.00
County of San Diego	$100,000.00
23-003	**$35,092.00**
FY24 Funding Strategy & Think Blue - TO1	$35,092.00
Michael Baker International	$35,092.00
23-005	**$83,994.00**
Signal Hill Reservoir Park Regional SW Capture Feasibility Study	$83,994.00
Richard Watson & Associates	$83,994.00
23-008	**$92,000.00**
Story Park SW Capture Project Feasibility Study	$92,000.00
City of Alhambra	$92,000.00
23-009	**$43,700.00**
TO73 Mission Bay WMA IDEAS	$43,700.00
Michael Baker International	$43,700.00
23-011	**$87,146.00**
TO 073 Transportation Dept Strategic Support	$87,146.00
Tetra Tech	$87,146.00
23-012	**$49,036.00**
TO01 FY24 Strategic Plan Update & San Dieguito East H&H Study	$49,036.00
Dudek	$49,036.00
23-013	**$4,432.70**
Semi-Annual WMP Progress Report & Website Updates	$4,432.70
SGVCOG	$4,432.70
23-019	**$4,759.00**
Parkway Denholm Project Outreach Support	$4,759.00
City of El Monte	$4,759.00
23-026	**$20,000.00**
ARLA Spatial Data License	$20,000.00
Rockefeller Philanthropy Advisors	$20,000.00
23-027	**$13,466.00**
Heartwell Park at Clark Channel SCWP FY24-25 Application	$13,466.00
Richard Watson & Associates	$13,466.00
23-028	**$19,938.00**
Grants Program Support	$19,938.00
Dudek	$19,938.00
23-030	**$55,332.00**
Mission Bay IDEA Phase 2	$55,332.00

Michael Baker International	$55,332.00
23-031	**$4,706.00**
TO 075 – FY24 Mitigation Support	$4,706.00
Tetra Tech	$4,706.00
23-032	**$23,809.00**
Wilmington/Sepulveda Roadway Curb, Sidewalk, and Driveway Repairs	$23,809.00
Marathon Petroleum	$23,809.00
23-034	**$66,699.77**
Mission Mile Sepulveda ATP	$66,699.77
Kimley-Horn & Associates, Inc.	$66,699.77
23-036	**$10,000.00**
Caltrans (CASC) Document Review - As needed	$10,000.00
CASC Engineering and Consulting, Inc.	$10,000.00
23-053	**$21,060.00**
2023 ULAR Annual Report	$21,060.00
SGVCOG	$21,060.00
23-054	**$62,440.00**
San Diego TO06 SW Standard Drawings (H2225979)	$62,440.00
Michael Baker International	$62,440.00
Grand Total	**$33,179,648.62**

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.)

Created by:
CITY OF OXNARD
Geographic Information Systems Division
March 2023

3,000 0 3,000 6,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

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

Agreement 32400386 with Craftwater Engineering, Inc. for Consulting Services for Channel Island Harbor Water Quality Feasibility Study and Implementation Plan

Public Works & Transportation Committee, April 23, 2024
City Council, May 7, 2024

Steve Howlett
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

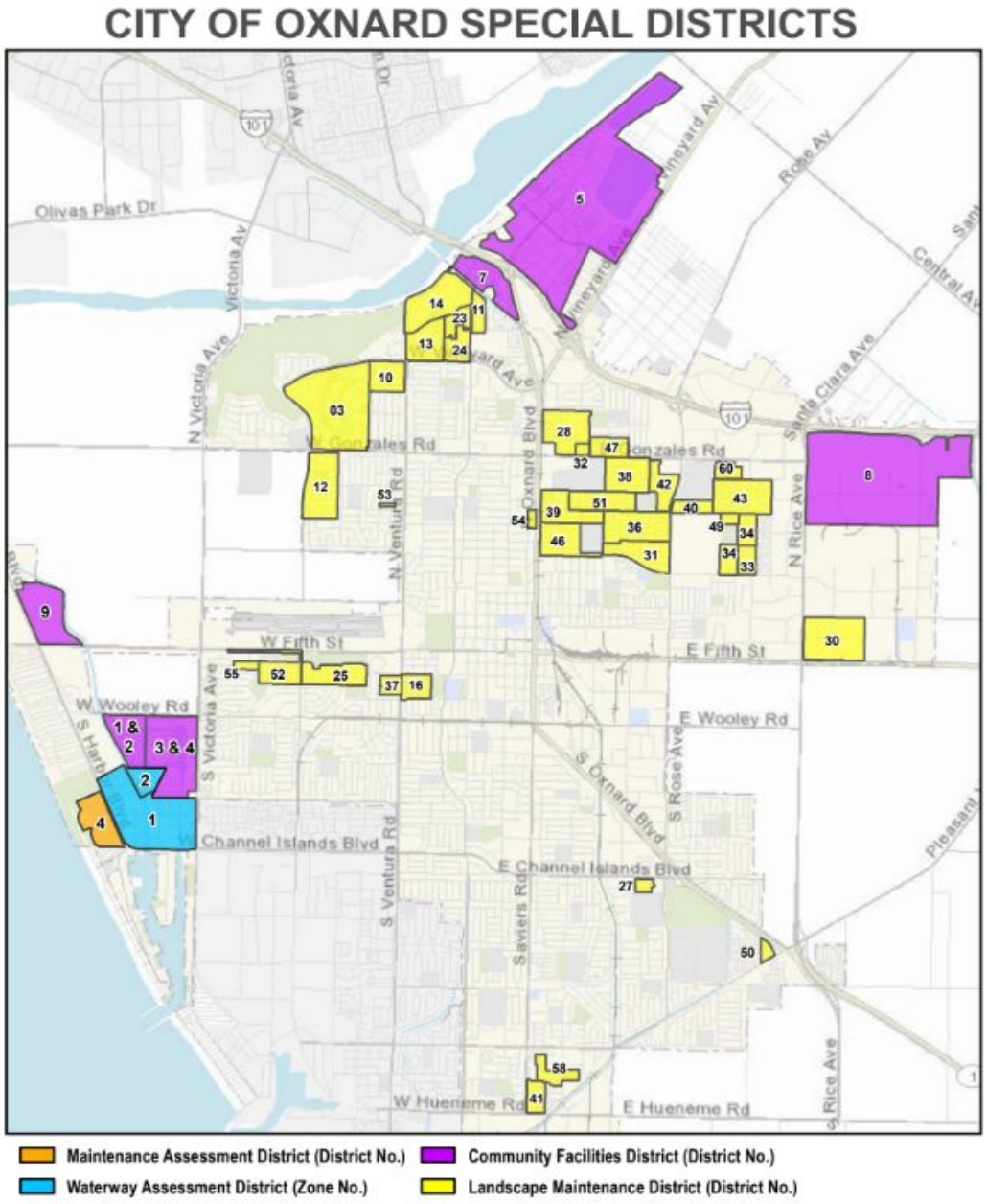
FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement 32400386, subject to approval of the final form of the agreement by the City Attorney, with Craftwater Engineering, Inc. in the amount not to exceed $735,902 for a three-year term, ending from the effective date of the Agreement, for Consulting Services for the Channel Island Harbor Water Quality Feasibility Study and Implementation Plan.

FOR CITY COUNCIL:

That the City Council approve and authorize the Mayor to execute Agreement 32400386, subject to approval of the final form of the agreement by the City Attorney, with Craftwater Engineering, Inc. in the amount not to exceed $735,902 for a three-year term, ending from the effective date of the Agreement, for Consulting Services for the Channel Island Harbor Water Quality Feasibility Study and Implementation Plan.

MAP OF SPECIAL DISTRICTS IN THE CITY OF OXNARD



More information can be found at:

oxnard.org/specialdistricts

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 bonded and non-bonded Community Facilities Districts ("CFDs"), Landscape Maintenance Districts ("LMDs"), Waterways Maintenance Assessment Districts ("WADs"), and a Maintenance Assessment District ("MAD-4").

- Each of these Special Districts has 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 through an annual parcel charge for the purposes of maintaining the improvements and other authorized services within their District.

- The Channel Islands Harbor is an artificial harbor with abutting commercial and residential developments that include Seabridge CFD, Westport CFD, Mandalay Bay WAD-Zone 1, and Harbour Island WAD-Zone 2. The abutting sections of the harbor would not be present absent these developments occurring.

- As specified in the Formation Documents, water quality remediation services are authorized services for each of the Harbor Districts; however, the City Council has previously authorized American Rescue Plan Act ("ARPA") funding for this Agreement.

- In June 2018, an algal bloom occurred in the Harbor. The bloom was followed by widespread low levels of dissolved oxygen in the water. This is presumably related to the bacterial decomposition of algae during warm weather conditions. The bloom and subsequent low oxygen event may have been caused by the changes in the Harbor water circulation that occurred after the Mandalay Power Generating Station was decommissioned on March 29, 2018, as mandated by the California State Water Resources Control Board.

- Since then, the City of Oxnard ("City"), the County of Ventura ("County"), and residents of the Channel Islands Neighborhood Council ("CINC") have organized efforts to address water quality issues in the Harbor.

- Water quality data is needed to identify key contaminants and the sources of the contamination within the Harbor.

- To begin this testing, the Los Angeles Regional Water Quality Control Board ("LARWQCB") required the development of a Quality Assurance Project Plan ("QAPP") describing the key stakeholders, sampling methods and locations, sample analysis, parameters for volunteer sample collection, quality assurance, and goals of the project.

- A critical component of these efforts is volunteers from CINC performing the water sampling that includes the mobilization of volunteers, schedule coordination with contract laboratories, and data collection and reporting.

-

- On September 24, 2021, December 7, 2021, and March 29, 2022, the City Council approved funding totaling $1,300,000 from the American Rescue Plan Act (“ARPA”) to address harbor water quality, including the development of a feasibility study and implementation plan.

- On September 19, 2023, the County’s Board of Supervisors approved $1,300,000 in matching funds for ongoing Harbor water quality remediation efforts, personnel costs, procuring of services and materials, conducting environmental reviews, obtaining permits or approvals, and conducting project management with cost tracking.

- Craftwater Engineering, Inc. (“Craftwater”) specializes in providing a full spectrum of stormwater program management and consulting services. This firm was the Countywide Watershed Management Programs consultant in collaboration with the City and County.

- The Purchasing Department released a Request for Proposals ("RFP") PW24-48 for Consulting Services for the Channel Island Harbor Water Quality Feasibility Study and Implementation Plan on November 7, 2023, with a proposal due date of December 7, 2023. The RFP received a total of two (2) proposals - one from Craftwater Engineering Inc. and one from Anchor QEA.

- The proposals were reviewed by the Purchasing Division (Buyer), the Special Districts Division (Manager, Project Manager, and Administrative Services Analyst), the Wastewater Division (Senior Wastewater Environmental Specialist), and two volunteers of the CINC Marine Advisory Committee.

-

- The determination is that Craftwater meets the requirements of the solicitation scoring criteria that is listed in RFP PW24-48. The evaluation method consisted of the following:

1. Completeness of the response.
2. Capability, qualifications, & experience of the firm and sub-consultants.
3. Organization and approach to the work.
4. Scope of services to be provided.
5. Schedule of work.
6. Conflict of interest statement.
7. References.

- Staff has confirmed that Craftwater 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:

- Project Management. Consultant shall provide overall project management, including engagement with the City, County, and stakeholders, facilitation of public meetings, and quality assurance/quality control of all deliverables. Stakeholder engagement is emphasized throughout all aspects of this project.
- Data Collection of all current information, Site Visits, and Preliminary Investigations. Consultant shall review the current data sets, studies, and reports, in addition to resident and stakeholder input as needed to understand project issues.
- Problem Definitions Statement, Goals, and Objectives. Consultant shall use the Basin Plan and Harbor-specific data to determine water quality objectives, prepare a gap analysis, and provide a technical report of findings.

- Identification of Mitigation Strategies. Consultant shall utilize modeling packages, compile potential mitigation strategies, controls, costs, and other long-term factors such as maintenance costs. Consultant shall provide a report of potential mitigation strategies.

- Mitigation Strategies Analysis Report. Consultant shall provide both a draft and a final report summarizing the findings, demonstrating the strategies of the feasibility and performance, identifying permit requirements, environmental documentation requirements, cost estimates, schedules for implementation, a recommendation for a Lead Agency, long-term maintenance considerations, and potential funding opportunities.

- Development of an Implementation Plan.

- All services provided will be based on available funding. As with all other on-call services, Craftwater will only be compensated for those services that they actually provide.

- It should be noted that the cost of this work, while necessary, represents over 29% of the ARPA/County funds assigned for harbor water quality issues. While these consultant services are necessary, any physical solution is likely to cost more than the remaining ARPA/County funds. As such, additional funding will be recommended and discussed with the City Council when appropriate.

- Agreement 32400386 with Craftwater is a new stand-alone Professional Services Agreement and not an extension of the previous Agreement or Amendments for the Countywide Watershed Management Programs.

FINANCIAL IMPACT

- The total cost of this Agreement with Craftwater shall not exceed $735,902 over its three-year term.

- The estimated spending plan for the remainder of Fiscal Year 2023-24 is $122,650 commencing after May 7, 2024. Additionally, the Special District's personnel shall code time spent working on this Agreement to the ARPA (G2232 and M2211) Projects.

- There is no impact on the General Fund or any Special District funds. Staff's recommendation to use ARPA funds for this specific scope of work should not be construed as staff's recommendation of, or setting a precedent for, the priority uses of funds for future harbor water quality contracts and costs.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: April 23, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Five Year Capital Improvement Program (CIP) for Fiscal Years 2025-2029. (20 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee provide input on the draft CIP and recommend that the City Council:

1. Hold a public hearing to receive public testimony regarding the proposed 2025-2029 City of Oxnard Five-Year CIP;

2. Approve the existing carryover CIP projects and the proposed new funding as outlined in the staff report for Category 1 projects;

3. Reaffirm the carryover CIP projects in Category 2;

4. Approve the project prioritization lists in Categories 3 and 4 outlined in the staff report and adopt the 2025-2029 City of Oxnard Five Year CIP; and

5. Direct staff to finalize the 2025-2029 CIP and General Fund/Measure O amounts for Category 4 projects once the City's FY 2024-25 operating budget has been completed as approved CIP funding allows.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/L-WlOwyzj08

BACKGROUND

The Capital Improvement Program (CIP) is a key planning and budget forecasting document that addresses the City's capital (or major) infrastructure construction and repair needs over a 5-year rolling horizon. Contained within the present CIP are 124 projects, with 54 of those requesting new funds. The CIP is programmed over five years, with a total value of around $750 million. It should be noted that the CIP does not address routine maintenance activities, as these are typically included under operation and maintenance budgets. Also, certain assets like the City's vehicle fleet are not included in the CIP. The following are some examples of projects that fall under the umbrella of CIP projects:

- Construction and alteration of buildings
- Information technology (IT) infrastructure
- Stormwater Master Plan Update

- Park construction and playground equipment replacement
- Street and alley paving
- Traffic signal and controller upgrades
- Wastewater Treatment Plant improvements

The CIP essentially has two components: 1) The capital budget, which is the upcoming spending plan for capital items over a two-year period, and 2), the capital program, which is the roadmap or plan for anticipated yearly capital expenditures that extends five years beyond the first two fiscal years of the CIP. The capital budget will be included as a component of the FY 2024-25 City budget approval process to ensure operational budget needs and capital budget needs for common funds outside of Public Works' funding sources (i.e., General Fund and Measure O) are coordinated.

Challenges

There are many factors that affect municipal construction projects and, unfortunately, these can adversely impact project prices and schedules. Listed below are some of the present challenges that affect the CIP:

- Aging Infrastructure: The City of Oxnard is over 100 years old, and much of its infrastructure has aged past its useful service life. Streets, storm drains, utilities and buildings all have a limited service life.
- Competition for Funding: It should be remembered that the CIP does not account for all of the City's funding needs; there are many obligations and needs beyond capital projects that require significant financial resources, and it is within the City Council's judgment and authority to balance these needs with fiscally responsible decisions.
- Inability to Bond for Projects: Traditionally and historically, larger projects were funded through the issuance of municipal bonds that provided the upfront capital needed to perform the work. This common funding mechanism is used by all states, counties, and cities across the country. Unfortunately, this method of financing is presently not available to the City. A lawsuit by Moving Oxnard Forward, a political corporation, has put a freeze on the City's ability to bond for projects for the immediate future.
- Deferred Maintenance: Due to the competition for funding noted above, past capital budgets have not kept up with maintenance and replacement needs to keep City infrastructure at a serviceable level and, as a result, this work was postponed. The outcome of this, predictably, is that the list of projects needing to be completed is long and costly.
- Higher Construction Prices: The construction industry is experiencing increased project costs associated with sharp rises in materials pricing, labor, and higher bids received for construction work. Today's paving projects, for example, are being bid much higher than in recent years for a comparable amount of work.
- Long Lead Times: Since the pandemic, manufacturers have struggled with producing needed products fast enough to meet demand. This is especially true with some of the specialty products and materials that are widely used by municipalities, such as construction vehicles, motors and controls, and fluid handling equipment such as water valves. Some of these long lead times can delay a project by 18-24 months, which typically result in an increase in construction costs.
- Staffing Challenges: Another pandemic-era issue, like in many other workplaces, has been significant numbers of staff leaving City employment for other opportunities. Additionally, the hiring environment remains challenging, especially for highly technical fields such as engineering and project management. The result has been that the pace of capital project initiation and delivery has been slowed; this challenge is further explained, below, under Staff Workload.

Project Prioritization and Funding–What to Do, and When

Since there are many capital projects in the CIP, with limited funding and staffing resources to do them, projects must be sorted and prioritized. However, prioritization is generally not a simple or straightforward task. There are many factors that must be considered that involve things like health and safety, funding sources and their corresponding availability/timing, and City Council priorities. For example, from a health and safety perspective, it would clearly be a priority to keep drinking water systems in good, safe condition before building a park. However, from a funding deadline standpoint, a park project that is paid for by grants may need to be completed much sooner because of the timing requirements associated with the grant money.

To help sort out the challenges and variables that go into determining when a project should be done, staff has developed a recommended process for prioritizing projects in the CIP. The process involves categorizing the project, and then taking more detailed factors into consideration.

Functional Categorizations:

When a new CIP project is proposed, its functional role within the City is determined, and then is placed into one of the following three priority categories:

- Priority 1 (Health and Safety): These projects are needed to maintain or improve human health or safety. Certain projects that keep the Wastewater Treatment Plant from malfunctioning are related to health, as untreated sewage can lead to critical impacts. Some of the Fire and Police projects fall into this category as well.
- Priority 2 (Asset Preservation): These projects are needed to maintain or protect existing assets. Projects like the Residential and Arterial Resurfacing Projects fall into this category.
- Priority 3 (New or Expanded Services): These are projects that create something new, like a new park, or increase the capacity of existing facilities, like larger water or sewer lines.

Once placed in these broader priority categories, staff then considers prioritization factors such as:

- Council and Community Priorities: The City Council has priorities for projects that are correlated with the priorities the City Council approved on March 16th, 2021. For example, one of the Council priorities approved on March 16th, 2021 was to “restore proper street paving cycle”.
- Grant Funding: Generally, if there is grant funding secured and available, there is an inherent deadline for constructing the project. Letting grant money lapse is always a risk and, because of this, these projects are often given priority over projects that are funded in other, less time-dependent ways (such as with the General Fund).
- Urgency: Sometimes an existing asset fails before anticipated, and needs to be done on an accelerated basis. An example would be sewer manholes. Occasionally, these can collapse or fail catastrophically, and the repair must be done fast to restore sewer and road service back as soon as possible.
- Staff Workload Capacity and the “Slow Down” Memorandum: Even under hypothetically ideal conditions, such as if the entire CIP were completely and immediately funded, all of the City’s capital projects could not be done at one time due to staff workload capacity; there would not be enough staff resources to handle all of the projects. High recent staff turnover coupled with the workload associated with existing ongoing projects limits the capacity to be able to take on a large amount of new work for at least the next two fiscal years. On February 7th, 2023, the City Council was provided a report from the City Manager that, among other things, recommended modifying the timelines of the Capital Improvement Projects. Addressing a backlog of capital projects, the content of the report established a threshold (or line) where anything “above the line” would move forward within the next couple fiscal years, and projects listed as “below the line” would be put on hold for the immediate future, pending additional staff workload capacity. The intention was to demonstrate the need to temper project delivery expectations and allow the City to catch up with existing projects before moving forward with

others. It should be noted that assistants, in the form of consultants, can help ease the workload burden somewhat. However, the use of consultants to help move CIP projects along still requires a staff member to ultimately oversee and manage the project through the City's procurement and regulation process.

- Funding Sources and Bonding Ability: Oftentimes, City CIP projects are paid for with several different funding sources that, in combination, meet the full cost of the project. As an example, a new park could be funded with two or three separate State and Federal grants, City development impact (DIF) fees, and General Funds. As mentioned above, the present inability to issue municipal bonds to fund projects has put an additional constraint on the City's ability to obtain funds to do projects in a timely manner. At present, the City can no longer issue bonds and, consequently, the immediate capital to fund a large project is not available. Instead, the City has to scrape together existing, non-financed funding sources to pay cash for a given project. Also, aside from any funding challenges, these projects must be able to be done within the existing staff workload capacity.

To make sense of all this, for the present CIP cycle, staff has come up with four different groups of projects, termed "Project Categories" or, simply "Categories" for sorting and prioritizing purposes. These take into account both existing and new projects, funding sources, and the February 7, 2023 City Council Report mentioned above. The Categories are defined as follows:

Category 1:
These are already existing CIP projects and are identified as "above the line" in the Slow Down Memo. These projects are ready to proceed, or are already moving forward, and/or already have funding approved through prior CIP budget processes per the established programming in the CIP;

Category 2:
Existing CIP projects, and identified in the Slow Down Memo as "below the line" or as recommended by City staff to be added as part of this current process. These projects have been previously approved and programmed in the CIP, but the start dates postponed due to the Slow Down Memo;

Category 3:
This category includes newly identified projects that have known funding, and are recommended by staff for inclusion in the CIP. If approved, they will be ready to proceed per the proposed programming in the CIP. Based upon the prioritization outlined above, these projects are recommended to be placed ahead of projects in Category 2;

Category 4:
This last category is made up of both existing and newly identified projects that have no identified funding, or are only partially funded. Some, such as the street and alley paving projects, are related to City Council priorities and are seen as candidates for supplemental funding, such as with General Funds and/or Measure O. These projects are listed in priority order based upon staff's recommendation. Funds made available for these projects during the citywide operating budget process will establish which, if any, of these projects will move forward in FY 2024/25 and/or FY 2025/26. If funded, based upon the prioritization outlined above, these projects are recommended to be placed ahead of projects in Category 2. See below for additional details about this process.

Generally, prioritization is easiest with Category 1 projects, as they have already been vetted through previous CIP approvals, are funded, and their limiting factor to completion is mostly that of staff workload. On the other hand, prioritization is somewhat less straightforward when considering the other Categories. For example, it must be determined whether a new Category 3 project should be placed ahead of a longer-established Category 2 project. Staff is recommended they be, but this is ultimately a City Council decision. Similarly, some projects in Category 4 are considered high priority, such as the street and alley paving projects, but additional funding

would need to be approved by the City Council for these projects to proceed. For such projects, Council must consider whether they should be supplemented with other sources, such as General Funds and/or Measure O.

A list of projects associated with each Category is included as an attachment.

The CIP Development Process

Staff is following a structured approach to prepare the CIP, as follows:

1. Departments identified requested capital improvements and submitted those to the CIP working group in Public Works Engineering. The departments clarified the requested scope of work, and Public Works staff confirmed whether the requested repair or change would be the right fix for the problem.
2. Reviewed projects for conformity with the General Plan, master plans, and other needs assessments.
3. Preliminary review of cost estimates and recommended priorities for funding.
4. Updated the entire CIP document, utilizing the City's newer ERP (Core Financials) and OpenGov (Budgeting) tools.
5. Presented the CIP projects to the Planning Commission on May 2nd, 2024. In accordance with Section 65401 of the Government Code, the Planning Commission found all new CIP projects to be in conformance with both the City of Oxnard 2030 General Plan and the City of Oxnard Local Coastal Plan. Since the Planning Commission date has not been held as of the time this staff report was published, a draft of the Planning Commission's resolution making this finding is attached to this staff report.
6. Present the proposed CIP to the PWTC Committee for consideration.
7. Present the draft CIP to the City Council for adoption.
8. Return to the City Council with a "receive and file" of the final CIP book after July 1, 2024 if necessary.

DISCUSSION

In addition to introductory narratives and their associated graphics, the CIP document contains the complete set of capital projects, each displayed in a one-page per-project format that summarizes the project's key information. The project pages are organized into six categories: Buildings, Information Technology (IT), Parks and Open Space, Seawalls, Transportation and Drainage, and Utilities. Each of these categories has an identifying icon on the top right of the project sheets and a unique, corresponding color. Within each category, the projects are listed alphabetically. A project page includes the following data:

- The project title
- Location
- Council district(s) impacted (or a project may have citywide benefit)
- Project description
- A project location map inset
- Purpose and need
- Relevant category and goal of the General Plan
- Fiscal years the project will span
- Funding source and cost estimate for each fiscal year
- Priority level
- Name and contact information for the responsible Project Manager

Once the PWTC recommends that the CIP be moved forward, the City Council will then consider it for approval. Although this is a five-year CIP, unless already approved for funding in prior years, only those

projects with funds shown in fiscal years 2024-25 & 2025-26 will be considered for new funding. This allows for a two-year development period between CIP updates, ensuring efficient use of staff time between cycles, and better capital project planning since they are not typically one-year projects. Projects in subsequent fiscal years including and beyond 2026-27 will return to the City Council for funding consideration with future CIP updates. Projects that were previously approved by the City Council in prior years that have yet to be finished will continue to be included in the CIP document until their completion.

Projects under Category 4 warrant special consideration, in that they are important and a majority of them correlate to City Council priorities; however, the amount of funding available in FY 24/25 (and FY 25/26) is limited due to other competing operating priorities and the inability to fund projects via the issuance of bonds. As such, the funding of Category 4 projects will be contingent upon the final disposition of the City's overall operating budget. Stated another way, once the City's overall operating budget is approved, knowing any available funds that are left to be used for projects in Category 4 will allow Public Works staff to determine which of these projects can be approved for funding and which cannot, i.e. "where to draw the line". At a minimum, Public Works staff recommends funding the street paving projects in Category 4 to ensure the current Pavement Condition Index for the City does not drop off below its present Pavement Condition Index (PCI) of 67. In the case of these paving projects, this amounts to approximately $17 M of General / Measure O funds in addition to other funding sources for annual CIP total of $23.3 M. Lastly, it should be noted that projects listed in Category 4 are listed in an order of priority per staff recommendation and, once approved by City Council, will be funded in that order until the leftover General Funds are accounted for or as modified by the City Council.

On a parallel track to the CIP process, Public Works staff is working toward holding a number of Neighborhood Council meetings to discuss with them the use of Quimby funds for parks. The reason this process is being handled outside that of the CIP is that staff recommends the Quimby effort include targeted public outreach to gather input from the neighborhoods, as well as comments from the Parks/Recreation Commission; the timeline for accomplishing this is well outside that of the CIP. Once the parallel Quimby process is complete, any new parks projects will be added to the CIP via a separate action item to PWTC and City Council later this calendar year. To accommodate the potential for new projects, the CIP will allow for keeping some staff workload capacity available until the Quimby parks projects are finalized.

Generally, projects in Category 1 will require no further discussion, as they are already established and funded in the CIP. Conversely, the projects in the other Categories will require some level of consideration, particularly with Category 4 projects, as discussed above, to establish funding priority. Staff intends to engage the PWTC members to discuss the projects in Categories 2, 3, and 4 in order to finalize the recommendation for the City Council's consideration.

In summary, the steps to approve and deliver the CIP to the City Council are as follows:

1. PWTC members receive project lists and staff recommendations regarding funding priority for Categories 2, 3, and 4
2. PWTC members approve staff recommendations, or direct staff to incorporate changes;
3. PWTC approve final list of projects and funding (with changes, if necessary);
4. City Council receives recommendations from PWTC, and adopts the CIP projects and funding amounts, including amount of General Fund and Measure O funds to be directed to the CIP

There are a number of CIP projects that have been completed, or that will be complete by July, 2024; a list of these is included as an attachment to this staff report.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The fiscal impact is outlined in the project sheets for each of the proposed and continued CIP projects with the appropriate funding sources identified.

There is no financial impact for Category 1, because these projects have been previously approved by City Council, with funding allocated at that time, and no new amounts are being requested.

Category 2 is very similar; these projects have been approved, and their funding has been allocated already. Notably, these Category 2 projects were approved by Council to be lower priority such that they were placed "below the line", to be done at a later time.

Category 3 projects include those that were recently proposed for this present CIP cycle by the various Departments. Projects in this category have funding identified, and are of such a priority that staff suggests that this Category of projects be given a higher priority than Category 2.

Category 4 is a list of projects, some with high priority, that presently have partial or no new identified funding associated with them. Staff recommends that these be funded, in order of listed priority, once the budget cycle is finished and it is known how much, the General Fund / Measure O fund can contribute as part of the FY 2024-25 City Manager Proposed Budget. Priority of some of the projects, particularly the paving projects, is such that staff recommends that they be placed in priority ahead of those in Category 2.

Additionally, projects approved by the City Council in prior fiscal years that have not yet been completed will have their respective unencumbered budgets rolled forward.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. CIP Planning Resolution Draft
2. Sample Project Sheet_C2205 - 223102 Arterial Street Resurfacing
3. Sample Project Sheet_C2523 - Oxnard Historic Farm Park Playground Replacement
4. CIP 24-29 Projects By Category - Category 1 - Above the Line Projects
5. CIP 24-29 Projects By Category - Category2 - Below the Line Projects
6. CIP 24-29 Projects By Category - Category 3 - New Projects with Identified Funding
7. CIP 24-29 Projects By Category - Category 4 - New and Existing Projects with Partial or No New Identified Funding
8. Fiscal Year 23-24 Accomplishments
9. Presentation

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD FINDING THAT ALL OF THE PROJECTS IN THE PROPOSED 2024-2029 CITY OF OXNARD FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ARE IN CONFORMITY WITH THE 2030 GENERAL PLAN AND COASTAL LAND USE PLAN

WHEREAS, the Oxnard Planning Commission approved a Resolution on XXXX XX, 2024, finding that the projects listed in the 2024-2029 City of Oxnard Five Year Capital Improvement Program (the "2024-2029 CIP") were in conformity with the City's 2030 General Plan and Local Coastal Land Use Plan; and

WHEREAS, the Oxnard City Council adopted that 2024-2029 CIP on May X, XXXX; and

WHEREAS, the 2024-2029 CIP is designed to serve as both a financial and project planning document; and

WHEREAS, Government Code Section 65401 requires that the Planning Commission review all capital projects that will be planned, initiated or constructed during the ensuring fiscal years for conformity with the General Plan and Local Coastal Land Use Plan; and

WHEREAS, Government Code Section 65402 requires that real property acquisition or disposition, street vacation or abandonment, public building or structure construction be consistent with the General Plan and Local Coastal Land Use Plan as to location, purpose and extent; and

WHEREAS, the 2024-2029 CIP identifies various potential public projects, which are consistent with the 2030 General Plan and Local Coastal Land Use Plan; and

WHEREAS, the 2024-2029 CIP adds projects that were not previously included in the 2022-2027 CIP; and

WHEREAS, the 2024-2029 CIP General Plan and Coastal Land Use Plan conformity determination report is not a "project" subject to review under the California Environmental Quality Act (CEQA) because it can be seen with certainty pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378(b)(4) that there is no possibility that a determination of General Plan and Local Coastal Land Use Plan consistency report may have a significant impact on the environment as the proposed 2024-2029 CIP is a government funding document that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and

DRAFT

WHEREAS, as required by CEQA, environmental review will be conducted prior to construction of the individual projects identified within 2024-2029 CIP. Any required environmental documents will be prepared pursuant to CEQA as part of project permit processing or at any other point in time as required by CEQA.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard reviewed the proposed 2024-2029 CIP and finds that all of the projects within that 2024-2029 CIP conform with the 2030 General Plan and Local Coastal Land Use Plan.

PASSED, APPROVED and ADOPTED by they Planning Commission of the City of Oxnard on this 2nd Day of May, 2024, by the following vote:

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 2nd Day of May, 2024, and carried by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Joe Pearson II, Secretary

DRAFT

Arterial Street Resurfacing

Transportation & Drainage

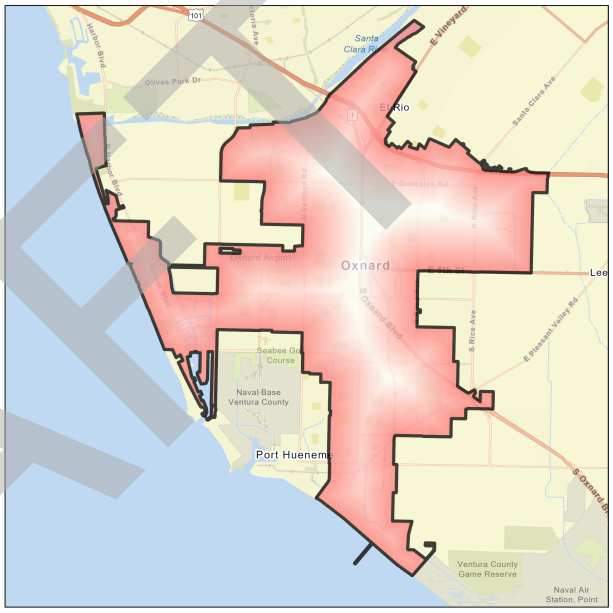
A

Multiple

Council District(s): Citywide

Project Description:

Preventative maintenance for several arterial streets throughout the City.



Purpose and Need:

This project aims to maintain the City's arterial pavement at the target PCI to prevent premature deterioration.

DRAFT

	PREVIOUS	CAPITAL IMPROVEMENT PLAN					FUTURE
	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Funding							
101 - 101 - GENERAL FUND	$4,950,392	$7,200,000	$7,200,000	$0	$0	$0	$0
104 - 104 - HALF CENT SALES TAX - MEAS O	$3,328,400	$0	$0	$0	$0	$0	$0
185 - 185 - ROAD MAINT & REHAB ACT FUND (RMRA)	$9,664,284	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$0
314 - 314 - 2014 LEASE REV BOND FUND	$0	$0	$0	$7,200,000	$7,200,000	$7,200,000	$0
315 - 315 - 2006 TAB HERO/SW/ORMOND FUND	$975,066	$0	$0	$0	$0	$0	$0
FUNDING TOTAL	**$18,918,142**	**$9,200,000**	**$9,200,000**	**$9,200,000**	**$9,200,000**	**$9,200,000**	**$0**

Responsible Staff Member:

Asitha Withanage

Title: Senior Civil Engineer

Phone: (805) 385-7880

Email: asitha.withanage@oxnard.org

Funding Priority Level

1 **2** 3

Asset Preservation

Oxnard Historic Farm Park Playground Replacement

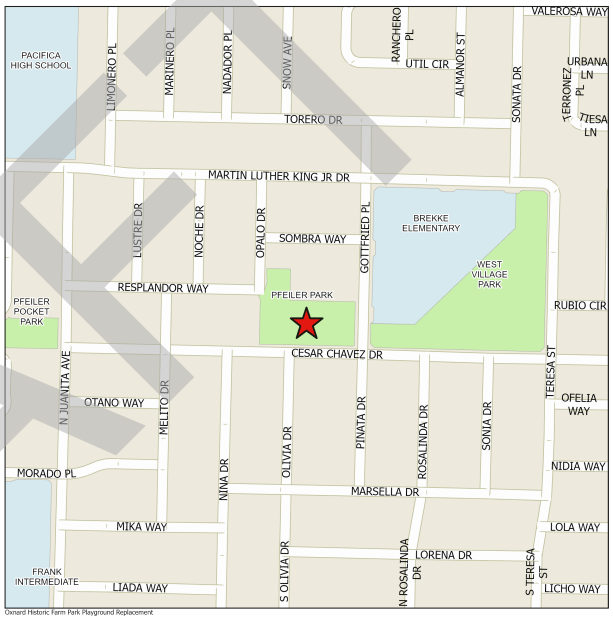
Parks & Open Space

1280 Opalo Dr

Council District(s): 3

Project Description:

Replace the existing playground structure and surfacing generally within the existing playground footprint within LMD 51.



Phase:

Planning/Design FY 25-26, $100,000.00
Construction FY 26-27, $400,000

Purpose and Need:

The existing play equipment has reached the end of its useable life and is in need of replacement.

	PREVIOUS	CAPITAL IMPROVEMENT PLAN					FUTURE
	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Funding							
120 - 120 - MAINT ASSMNT DIST LMD/CFD	$0	$0	$250,000	$250,000	$0	$0	$0
FUNDING TOTAL	**$0**	**$0**	**$250,000**	**$250,000**	**$0**	**$0**	**$0**

Responsible Staff Member:

Brandon Lopez

Title: Project Manager

Phone: (805) 200-5405

Email: brandon.lopez@oxnard.org

Funding Priority Level

1 **2** 3

Asset Preservation

DRAFT

CATEGORY 1: Above the Line Projects

Buildings

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
1	City Hall and Annex Exterior Improvements	Assess the existing City Hall & Annex buildings structure and enhance the exterior facade.	The exterior of City Hall is in need of remidiation and repair. Enhacements to the facade will also help aesthetically unify City Hall with the adjacent City campus buildings.	$ 600,000	$ -	$ -	$ -	$ -	$ -	
2	Civic Center West Wing Building Improvements	Replacement of the roof, repair of the elevator, asbestos removal in ceiling tiles and flooring on the 2nd and 3rd floors, and repair of the heating, ventilation and air conditioning (HVAC) as well as the energy management system (EMS) for the entire Civic Center West Wing building.	The top two floors of the Civic Center West Wing are currently unoccupied due to the presence of asbestos material in the ceiling system and floors, a leaking roof, and an unreliable elevator and HVAC system.	$ 4,300,000	$ -	$ -	$ -	$ -	$ -	
3	CUPA Improvements at River Ridge Golf Course	Implement required CUPA improvements to existing fuel tanks located at River Ridge Golf Course	Improvements are required by Certified Unified Program Agency (CUPA) which is a local agency certified by CalEPA to implement and enforce six state hazardous waste and hazardous materials regulatory management programs.	$ 150,000	$ **150,000**	$ -	$ -	$ -	$ -	Golf Course Operating
4	Police Station Emergency Backup Generator	Replace the existing generator at Police Headquarters with a 305kW generator.	The new generator will allow this critical facility to retain its serviceability in the event of a power outage and continue performing its required public safety and emergency operational functions.	$ 1,491,115	$ -	$ -	$ -	$ -	$ -	
5	Fire Station 4 Rebuild	Rebuild Fire Station 4 to expand apparatus bays, staff dormitories, parking for staff, offices and storage for personal protection equipment.	Development of mid-rise buildings and the increased population in the City's north end require a fire truck response to calls. Currently, Fire Station 4 cannot accommodate the apparatus or personnel and must be rebuilt to best protect life and property in the area.	$ 5,250,000	$ -	$ -	$ -	$ -	$ -	
6	Fire Station Alerting System Replacement	Replace aging and failing fire alerting system at six fire stations.	The current alerting systems are no longer manufactured; three are borrowed from Ventura County Fire. Alerting systems announce over a loudspeaker that a 911 call has occurred and trigger the response.	$ 750,000	$ -	$ -	$ -	$ -	$ -	
7	Oxnard Aquatic Center	Construct a state-of-the-art aquatic facility in South Oxnard featuring a 50-meter competition pool and recreation pool(s) designed for use by all ages, abilities, and levels of experience.	Provide social, recreational, and fitness opportunities to Oxnard residents with the ability to host local classes and regional competitions.	$ 5,000,000	$ -	$ -	$ 57,000,000	$ -	$ -	
8	Oxnard Fire Stations No. 2, 3, 5	Construct new expanded Fire Stations No. 2, 3, and 5.	Fire Stations No. 2, 3, and 5 have reached the end of their serviceable life and must be rebuilt in order to ensure the Fire Department has adequate facilities and resources to best protect life and property throughout the City.	$ 3,517,589	$ -	$ -	$ -	$ -	$ -	
9	Oxnard Transit Center Improvements	This project consists of upgrades to the signage, new landscaping, interior building renovations, upgrades to the exterior security lighting and security cameras, and ADA improvements.	The Oxnard Transit Center is heavily used daily by commuters and tourists and these parking lots are in poor condition with numerous cracks and potholes. Additionally, the lighting and security cameras would improve safety for the users.	$ 2,265,000	$ -	$ -	$ -	$ -	$ -	
10	River Ridge Clubhouse Roofing Replacement and Exterior Improvements	Replace roof and damaged decorative/structural beams on exterior of the River Ridge Clubhouse Facility including painting the exterior of the facility.	The facility was originally built in 1986, and the roof along with all exterior design features and structural supports have never been replaced or inspected. Replacement of this roof and support beams will work towards asset preservation and prevent future more costly repairs.	$ -	$ **1,200,000**	$ -	$ -	$ -	$ -	Golf Course Operating

Parks & Open Space

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
11	Durley Park Improvements	Restoration to Durley Park and the addition of amenities including a new bike pump track, skate park, and a community walking track.	This project will utilize the State Park Program grant funds to increase recreational opportunities and enhance Durley Park.	$ 7,092,300	$ -	$ -	$ -	$ -	$ -	
12	Central Park Fountain Control Room Renovation	The Central Park Fountain needs several repairs including replacing the existing fountain control system and placing the controls above ground, waterproofing the underground vault, upgrading the fountain lights to LED, repairing the water level auto-filler, repairing the chemical injection system pressure, and replacing the pressure differential.	This project would bring the fountain into working order. The current fountain control system is over 10 years old and certain parts of the system are no longer manufactured.	$ 600,000	$ -	$ -	$ -	$ -	$ -	
13	Community Center East Park Improvements	Replace the play structure, install new LED security lighting throughout the park, resurface the parking lot, construct a new restroom, and install new park amenities.	The playground was built in the 1980s and is in need of replacement, additional lighting is needed for added park security, and placing the new restroom closer to the parking increased convenience and safety.	$ 857,922	$ -	$ -	$ -	$ -	$ -	
14	Playground Replacement	Replacement of 6-7 aging and damaged playgrounds at various parks located throughout the City every Fiscal Year.	Many of the City's playgrounds are dilapidated and in need of replacement to ensure children have a safe place to play.	$ 4,137,600	$ -	$ -	$ -	$ -	$ -	

Parks & Open Space (Continued)

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
15	Campus Park Activation	Activate Campus Park and construct a new BMX pump track, skate park, basketball courts, pelota Mixteca court, playground, performing arts amphitheater/pavilion, multi-use field/meadow, community garden, public art, walking trails, creek, parking lot and stormwater improvements, and lighting and landscaping throughout the park.	This project will utilize the State Park Program Round 3 grant funds to increase recreational opportunities in the Fremont South and surrounding neighborhoods.	$ 8,500,000	$ -	$ -	$ -	$ -	$ -	
16	Campus Park Enhancement (Ph. III)	Funding for Phase III elements of Campus Park. Includes the dog park area, community garden, signage, restroom, landscaping, irrigation, hardscaping. Uses some of Ph. II as match.	Campus Park requires additional funding to complete.	$ -	$ -	$ -	$ 3,976,000	$ -	$ -	
17	Seaview Park Improvements	Install new walking path/track, new LED lighting and new restrooms. New all-inclusive play area to accommodate ages 2 through 5 and ages 5 though 12 years old.	New improvements will help meet the demand for the increased use at this park.	$ 2,227,623	$ -	$ -	$ -	$ -	$ -	
18	Skatepark in Colonia	Construct a new skatepark in La Colonia capable of hosting professional-level sanctioned skating events.	The creation of a skatepark suitable for Professional-level athletes and others that would serve as a regional destination able to host various sanctioned events.	$ 4,500,000	$ -	$ -	$ -	$ -	$ -	
19	Oxnard Tennis Center Improvements	Reconstuction of eight tennis courts at the Oxnard Tennis Center.	The tennis courts have reached the end of their useful life. They are cracked and lifting and many have become unusable.	$ 1,500,000	$ -	$ -	$ -	$ -	$ -	
20	Pleasant Valley Park Playground	Replacement of the aging and damaged playground at Pleasant Valley Park.	The Pleasant Valley Park playground is dilapidated and in need of replacement to ensure children have a safe place to play.	$ 600,000	$ -	$ -	$ -	$ -	$ -	
21	Riverpark Irrigation Control System Replacement	Replace irrigation control systems including pumps and VFDs.	Many of the Riverpark irrigation control systems are past their usable life spans of eight years and are starting to malfunction. Also, Riverpark panels are on a 2G network, but the manufacturer no longer supports this product.	$ 480,000	$ -	$ -	$ -	$ -	$ -	
22	Seabridge Light Replacement	Replace the outdoor lighting throughout the Seabridge community.	Seabridge (CFD 4) has a lighting system with an aging infrastructure where replacement fixtures are not available. A complete replacement is needed.	$ 400,000	$ -	$ -	$ -	$ -	$ -	
23	Greenbelt LMD 43 Lighting Replacement	Replace the outdoor lighting along the greenbelt off Williams Drive in Landscape Maintenance District (LMD) 43.	LMD 43 has a lighting system with an aging infrastructure where replacement fixtures are not available. A complete replacement is needed.	$ 75,000	$ 225,000	$ -	$ -	$ -	$ -	LMD 43

Information Technology

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
24	Upgrade Citywide Radio Infrastructure	Upgrade the citywide police radio infrastructure to a Project 25 (P25) system to support interoperable two-way radio products.	P25 radios are a direct replacemet for exisitng analog radios and the citywide antenna upgrade will allow for use of the new equipment along with the transfer of both data and voice among police officers and dispatchers.	$ 4,000,000	$ -	$ -	$ -	$ -	$ -	

Transportation & Drainage

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
25	Rice Avenue & Fifth Street Railroad Grade Separation	Construct a six-lane bridge on Rice Avenue over Fifth Street/State Route 34 and the Union Pacific Railroad tracks. Project will also include Class II street bicycle lanes, signal improvements at Sturgis Road, and ADA improvements.	Improve safety by eliminating at-grade railroad crossing.	$ 6,491,096	$ 95,900,000	$ -	$ -	$ -	$ -	Grants
26	4th Street Mobility Improvements	Widen sidewalks, replace and upgrade streetlights, install Class I and IV bike lanes along 4th Street from Oxnard Blvd. to C Street, and improve bus stop at 4th Street and B Street. Includes installation of restrooms adjacent to parking structure and upgrades to the OTC, which will include bike lockers, improved walkways and better overall accessibility and visibility.	This project is intended to promote and accommodate more pedestrians and bicyclists to access downtown Oxnard by utilizing this portion of 4th Street. Improvements are intended to enhance connectivity of the Oxnard Transit Center and expand local and regional use.	$ 5,126,675	$ -	$ -	$ -	$ -	$ -	
27	Etting Road Bicycle & Pedestrian Facilities Installation	Install new Class II street bike lanes, sidewalks, crosswalks, flashing pedestrian beacons, and ADA improvements along Etting Road. Project estimate was increased by 30% due to construction cost increases from previous fiscal year.	Improve bicyclist and pedestrian safety and convenience.	$ 1,719,222	$ -	$ -	$ -	$ -	$ -	
28	Oxnard Boulevard Bicycle Facilities Installation	Install Class II street bicycle facilities on Oxnard Boulevard from US 101 to Gonzales Road. Project will also add sidewalk, signing, striping, and ADA improvements. Project estimate was increased by 30% due to construction cost increases from previous fiscal year.	Provide bicycle facilities identified in the City's Bicycle and Pedestrian Facilities Master Plan and improve convenience and safety for bicyclists and pedestrians.	$ 2,747,978	$ -	$ -	$ -	$ -	$ -	
29	Ramona Preschool Pedestrian Crossing Enhancements	Install curb extensions, crosswalks, flashing pedestrian beacons, signage, and ADA improvements at intersections adjacent to Ramona Preschool.	Install pedestrian facilities at intersections adjacent to Ramona Preschool to enhance crosswalks and increase school-age pedestrian safety.	$ 640,936	$ -	$ -	$ -	$ -	$ -	
30	Stormwater Catch Basins Full Capture Devices	Install full-capture trash devices in storm water catch basins to prevent trash from entering adjacent waterways.	This is a requirement for compliance with the State trash amendment and the Municipal Separate Storm Sewer System (MS4) permit.	$ 830,000	$ -	$ -	$ -	$ -	$ -	

Transportation & Drainage (Continued)

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
31	US 101/Del Norte Interchange Upgrade	Update the previous Project Report (2007) and environmental work for the US 101/Del Norte Interchange. The initial work will update previous design details and environmental review to help recommend a preferred alternative to move to the next stage in the Caltrans project approval process.	Bridge was determined to be in need of upgrading by Caltrans.	$ 250,000	$ -	$ -	$ -	$ -	$ -	
32	Bicycle & Pedestrian Facilities	Install Class II and Class III street bicycle lanes, bicycle detection, and pedestrian improvements including curb extensions, signage, striping and ADA improvements within the Northeast Community and along Cloyne Street.	To improve bicyclist and pedestrian safety.	$ 1,654,187	$ -	$ -	$ -	$ -	$ -	
33	Downtown Bus Stop Improvements	Downtown Oxnard Transit Amenities Improvements	This project will improve bus stop amenities by adding bus shelters, seating, lighting, real-time arrival signs, bike racks, and trash receptacles.	$ 175,835	$ **540,559**	$ -	$ -	$ -	$ -	Grant
34	Adaptive Traffic Signals	Install additional vehicle detection and increase underground conduit sizes at 33 traffic signals to allow for adaptive signal software. The project also includes new traffic counts needed to establish baseline measurements and calibrate the system operations.	City Council already approved an adaptive traffic signal system on Rose Avenue and Gonzales Road for all 33 signalized intersections. Traffic signal system cabinet controllers were replaced with adaptive controllers in FY 20-21. The remaining items allow for completion of the project.	$ 1,852,000	$ -	$ -	$ -	$ -	$ -	
35	Citywide Intersection Improvements	Construct traffic signal improvements at ten intersections: Rose/Bard, Ventura/Doris, Rice/Camino del Sol, Gonzales/Solar, Gonzales/Lombard, Harbor/Fifth, C Street/Pleasant Valley, Saviers/Laurel, Rose/Camino del Sol, and Vineyard/Esplanade. Work including new signal poles, mast arms, signal heads, protected left-turn phasing, LED lighting, and detection loops.	Upgrade existing traffic signal standards and improve sidewalk facilities to improve traffic flow and safety.	$ 2,998,600	$ -	$ -	$ -	$ -	$ -	
36	Five Points Intersection Traffic Signal Rehabilitation	Perform Immediate Rehabilitation Needs Such as Wiring, Cabinet, communications, head replacements.	Upgrade existing traffic signal standards and improve sidewalk facilities.	$ 100,000	$ -	$ -	$ -	$ -	$ -	
37	Intelligent Transportation Systems (ITS) Traffic Signal Improvements	Modernize the existing Traffic Signal technology and incorporate Intelligent Transportation System (ITS) upgrades.	ITS technologies advance transportation safety and mobility and enhance driver productivity by integrating advanced communications technologies into transportation infrastructure and vehicles.	$ 750,000	$ -	$ -	$ -	$ -	$ -	
38	Oxnard Boulevard & Saviers Road Signal Improvements	Construct traffic signal improvements at five intersections along Oxnard Boulevard and Saviers Road: Oxnard/Fifth, Saviers/Elm, Bryce Canyon, Bard, and Pleasant Valley Road. Project includes new signal poles, mast arms, signal heads, protected left-turn phasing, LED lighting, and detection loops. Project estimate was increased by 30% due to construction cost increases from previous fiscal year.	Upgrade existing traffic signal standards and improve sidewalk facilities to improve traffic flow and safety.	$ 1,692,315	$ -	$ -	$ -	$ -	$ -	
39	Safe Routes to School Safety and Enhancements	Install pedestrian facilities at several schools including Curren Elementary, Fremont Middle, Harrington Elementary, Kamala Elementary, and Lemonwood Elementary. Education and encouragement non-infrastructure work will include schools Citywide.	Install pedestrian facilities at intersections adjacent to Schools to enhance crosswalks and increase school-age pedestrian safety.	$ 1,981,000	$ -	$ -	$ -	$ -	$ -	
40	Stormwater Conveyance Improvements along Oxnard Boulevard	Install an approximately 250 foot long concrete v-ditch along Oxnard Boulevard to the north of Pleasant Valley Road and replace the existing wall along the drainage channel	This project will help improve drainage in the Southeast neighborhood	$ 800,000	$ -	$ -	$ -	$ -	$ -	
41	Storm Drain Improvements Citywide	Update to City Master Plan of Drainage to identify areas within the storm drain system seeking improvement.	This project would improve drainage in several areas throughout the City as noted by the Storm Drain Master Plan.	$ 1,150,000	$ -	$ -	$ -	$ -	$ -	

Utilities

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
42	Wastewater Collection: Gravity Main Improvements	This project addresses aging infratructural and operational constraints identified in the 2016 Integrated Master Plan.	Infrastructure and Community Services	$ 1,000,000	$ **5,000,000**	$ -	$ -	$ -	$ -	State Revolving Loan
43	Wastewater Collection: Sewer Manhole Rehabilitation and Replacement	This project addresses aging infratructural and operational constraints identified in the 2016 Integrated Master Plan.	Infrastructure and Community Services	$ 810,000	$ **3,000,000**	$ **500,000**	$ -	$ -	$ -	Wastewater Enterprise Fund
44	Wastewater Collection: UPRR Central Trunk Sewer Pipe Replacement	Replace damaged section of the Central Trunk sewer pipeline and rehab exiting manholes at the Fifth Street railroad crossing. All work shall be completed in coordination with the Union Pacific Railroad (UPRR)	Constructed in 1960s, the central trunk sewer pipeline at the Fifth Street railroad crossing was damaged during the March 2017 storm event. As a short-term solution, the City installed a temporary sewer pipe. This project will replace the damaged line with a new sewer main in compliance with UPRR standards.	$ 3,250,528	$ -	$ **2,000,000**	$ 1,600,000	$ -	$ -	Wastewater Enterprise Fund
45	Water Distribution: Automated Meter Infrastructure Replacement	Replace the City's water meters and reading system with Advanced Meter Infrastructure (AMI) to increase reliability, capture low flows, reduce operational costs, and improve customer access to water usage information.	This project will modernize the City's system as most of the 43,000 meters are beyond their useful life cycle and the technology is obsolete. Greater water conservation will be possible as customers can access their water consumption data.	$ 21,725,000	$ -	$ -	$ -	$ -	$ -	

Utilities (Continued)

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
46	Wastewater OWTP: Outfall Repair	Repair multiple cracks in the OWTP Outfall and replacement of the outfall balast.	This project addresses cracks that were discovered during the 2021 and 2022 annual inspections of the OWTP Outfall.	$ 1,500,000	**$ -**	**$ 2,000,000**	$ -	$ -	$ -	Wastewater Enterprise Fund
47	Wastewater OWTP: Primary Clarifiers and Activated Sludge Improvements	The project includes structural improvements to both processes, an odor control system on the primary clarifiers, improved access and safety measures, a new aeration system in the activated sludge basins, and overall improvements to each treatment process.	This project addresses aging infratructural and operational constraints identified in the 2016 Integrated Master Plan. Changes to the treatment process will allow for the decommissioning and demolition of the bio-towers.	$ 8,102,584	**$ 21,000,000**	**$ 21,000,000**	$ 500,000	$ -	$ -	State Revolving Loan
48	Environmental Resources: Scale House and Truck Weigh Scale Replacement	Construct a new scale house at the Del Norte Regional Recycling and Transfer Station and replace the Truck Weigh Scales.	The project will enhance functionality of the facility and improve scale house operations, truck weigh scale accuracy and performance, and vehicle circulation issues.	$ 3,626,216	**$ -**	**$ -**	$ -	$ -	$ -	
49	Recycled Water: AWPF Improvements and Expansion	Improvements at the AWPF to improve operations and additional treatment to optimize indirect potable reuse. Expansion of the AWPF to 15 million gallons per day.	As a key element of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program, the Advanced Water Purification Facility (AWPF) improvements will fully utilize recycled water to provide supply resiliency and cost stabilization for the future	$ 250,000	**$ 250,000**	**$ 750,000**	$ -	$ -	$ -	Water Resource Fee
50	Wastewater Collection: Lift Station Improvements	Improvements to multiple lift stations within the wastewater collection network includes new electrical panels and controls, wet well coating, improved site security and access, flow meter, pump and pipework replacement, and site improvements.	In November of 2020 a condition assessment of each lift station was completed by City Staff. Following the assessment a scope of work for each lift station was developed and prioritized.	$ 6,080,000	**$ 3,700,000**	**$ 500,000**	$ 4,000,000	$ -	$ -	Wastewater Enterprise Fund
51	Wastewater OWTP: Digester/Cogeneration Improvements	Rehabilititation of the anaerobic digesters at the OWTP. This project will be completed in phases, starting with Digestor No. 1 and finishing with Digester No. 3.	This project addresses aging infratructural and operational constraints identified in the 2016 Integrated Master Plan.	$ 100,000	**$ 500,000**	**$ 1,000,000**	$ 7,000,000	$ 1,500,000	$ 7,000,000	Wastewater Enterprise Fund
52	Wastewater OWTP: Effluent Pump Station Improvements	The project includes a pump assessment and gravity outfall efficiency study and system improvements.	The effluent pump station building is currently in disrepair, the gas powered engines are no longer supported, and spare parts are not available. This project will explore the feasibility of a gravity outfall to the ocean in an effort to increase the overall reliability of effluent disposal.	$ 7,250,000	**$ -**	**$ -**	$ 7,000,000	$ -	$ -	
53	Wastewater OWTP: Headworks Variable Frequency Drives (VFD) Replacement	Replacement of four (4) existing variable frequency drives (VFD) located at Headworks area of the Oxnard Wastewater Treatment Plant (OWTP).	The VFDs at the Headworks area of the OWTP are aging and unreliable. They need to be replaced in order to keep the treatment facility in functioning order.	$ 4,000,000	**$ -**	**$ -**	$ -	$ -	$ -	
54	Wastewater OWTP: Reliability Improvements	This project includes a new electrical building, a new maintenance storage building, rehabilitation of digester No. 2, rehabilitation of headworks, improvements to site piping, replacement of motor control centers, a new SCADA system, security cameras, and new fences.	This project addresses aging infratructural and operational constraints identified in the 2016 Integrated Master Plan.	$ 61,563,887	**$ 22,000,000**	**$ 22,000,000**	$ -	$ -	$ -	State Revolving Loan
55	Water Campus: Security Improvements	Upgrades to cameras, fencing and access control at the Water Yard and at all water blending stations.	Security upgrades are required at the Water Yard and at blending stations as the existing infrastructure is deteriorating and compromised.	$ 969,000	**$ -**	**$ -**	$ -	$ -	$ -	
56	Water Distribution: Hobson Park East Neighborhood Cast Iron Pipe Replacement	Replace aging cast iron waterline pipes in the Hobson Park East Neighborhood.	This project systematically replaces identified aging cast iron waterline pipes at risk of failure. Waterline pipe replacement projects will be synchronized with street resurfacing projects to minimize costs.	$ 355,800	**$ 300,000**	**$ 5,700,000**	$ 5,700,000	$ -	$ -	Water Enterpirse Fund
57	Water Distribution: Kamala Park Neighborhood Cast Iron Pipe Replacement	Replace aging cast iron waterline pipes at various locations throughout the City.	This project systematically replaces identified aging cast iron waterline pipes at risk of failure. Waterline pipe replacement projects will be synchronized with street resurfacing projects to minimize costs.	$ 1,315,900	**$ 700,000**	**$ 13,300,000**	$ 13,300,000	$ -	$ -	Water Enterpirse Fund
58	Water Production: Blending Station 1 ATS and Panel Replacement	Replacement of Blending Station 1 automatic transfer switch and electrical panel.	The existing automatic transfer switch has failed. The existing electrical panel was installed in the 1970's and is rated for less than the Edison feed to the panel.	$ 479,000	**$ 50,000**	**$ -**	$ -	$ -	$ -	Water Enterpirse Fund
59	Water Production: Blending Station Upgrades	Improvements to multiple blending stations within the water production network includes mechnical, electrical and plumbing (MEP) upgrades, improved site security and access, variable frequency drive (VFD) replacement, and reconfiguration/replacement of pipework and appurtenances.	Upgrading facility to ensure reliability of potable water supply.	$ 1,203,000	**$ -**	**$ -**	$ 350,000	$ -	$ -	
60	Water Campus Ammonia Storage Tank Replacement & Roof Repairs	Assess, prioritize, and replace existing chemical storage tanks that have exceeded their useful life.	The majority of chemical storage tanks maintained by the Water Division have exceeded the typical useful life and replacement of chemical tanks is required approximately every ten years.	$ 200,000	**$ 350,000**	**$ -**	$ -	$ -	$ -	Water Enterpirse Fund
61	Water Production: Groundwater Desalter Improvement Project	Repair and replacement of existing equipment, including replacement of membranes (required every five to seven years) and installation of valves and actuators to allow clean-in-place automation. Discharge piping and site civil improvements are also required. This project includes a pilot study and design for brine minimization to maximize the yield of potable water.	The City's existing desalter requires upgrades to maintain continuous operation and extend the life of the asset.	$ 3,348,654	**$ 1,000,000**	**$ 7,000,000**	$ -	$ -	$ -	Water Enterpirse Fund
62	Water Production: System SCADA Improvements	Replace control cabinets, software installation, and programming, network upgrades and control room upgrades related to the supervisory control and data acquisition (SCADA).	SCADA allows for remote monitoring and control of various processes and equipment. SCADA upgrades are required at the Water Yard as the existing hardware and software is nearing the end of its useful life and many parts are now obsolete.	$ 1,200,000	**$ 2,000,000**	**$ -**	$ -	$ -	$ -	Water Enterpirse Fund

Utilities (Continued)

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
63	Wastewater OWTP: Secondary Sedimentation Tank Mechanical Equipment Replacement	This project involves the replacement of aging and malfunctioning mechanical equipment in the secondary sedimentation tanks at the Oxnard Wastewater Treatment Plant, with the aim of enhancing operational efficiency, ensuring compliance with environmental regulations, and improving the quality of treated effluent.	Existing mechanical equipment has ceased to perform optimally since it is beyond its service life. The objective is to install new equipment that improves the sedimentation process efficiency.	$ 948,477	**$ 1,000,000**	**$ -**	$ -	$ -	$ -	Wastewater Enterprise Fund
64	Environmental Resources: Roof Replacement - Del Norte Facility	Replace the roof at the Del Norte Regional Recycling and Transfer Station including windows, vents, rain gutters/plumbing, and other related roof infrastructure.	Replace roof to prevent damage to structures and equipment and to maintain safe working conditions.	$ -	**$ -**	**$ 750,000**	$ 3,000,000	$ 3,750,000	$ -	Solid Waste Enterprise Fund
65	Recycled Water: Aquifer Storage and Recovery (ASR) / Injection Well Field	Construct additional aquifer storage and recovery (ASR) wells to increase system capacity.	As a key element of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program, this ASR program will fully utilize recycled water to provide supply resiliency and cost stabilization for the future.	$ -	**$ -**	**$ -**	$ -	$ 1,500,000	$ -	
66	Recycled Water: Aquifer Storage and Recovery (ASR) Completion	Complete first aquifer storage and recovery (ASR) well and regulatory testing to demonstrate that water injected at this location meets indirect potable reuse requirements per the approved RWQCB permit.	As a key element of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program, this ASR program will fully utilize recycled water to provide supply resiliency and cost stabilization for the future.	$ 7,479,342	**$ 4,500,000**	**$ -**	$ -	$ -	$ -	Resource Development Fee
67	Water Distribution: Oxnard Conduit Replacement Project	Replacement and redundancy for a 45-inch diameter transmission line from Calleguas Municipal Water District to the City of Oxnard.	The City's water supply is heavily dependent on State Water Project water delivered through Calleguas Municipal Water District. The existing transmission main is a non-standard 45" diameter cement mortar lined steel pipe. This project is required to add redundancy to the system and eliminate a single point of failure.	$ 907,000	**$ 1,250,000**	**$ 750,000**	$ 20,000,000	$ 20,000,000	$ -	Water Entreprise Fund and Grant
68	Wastewater OWTP: Maintenance Office Building, Machine Shop, and Storage	The project includes the expansion and remodel of the existing maintenance building.	The existing maintenance building was constructed in 1978, is no longer suitable for the number of staff housed within the building, and is experiencing age related issues including plumbing failures and roof leaks.	$ 3,350,000	**$ -**	**$ 5,000,000**	$ 3,250,000	$ -	$ -	Wastewater Enterprise Fund
69	Wastewater OWTP: Interstage Pump Station and Bio-tower Demolition	Reconfiguration of pipework, pumps, and appurtenances to better suit the flow conditions and replace aging and failed mechanical equipment.	Interstage pump station is used to pump effluent from the OWTP to the ocean outfall. Reduced flows due to conservation and aging/failed equipment require upgrades to the entire station.	$ -	**$ 140,000**	**$ 1,000,000**	$ 5,000,000	$ 5,000,000	$ 2,000,000	Wastewater Enterprise Fund
			Total	**$ 230,268,381**	**$ 164,755,559**	**$ 83,250,000**	**$ 131,676,000**	**$ 31,750,000**	**$ 9,000,000**	

CATEGORY 2: Below the Line Projects

Buildings

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
1	City Hall HVAC & EMS	Replace the 100-ton heating, ventilation and air conditioning (HVAC) unit and 100-ton condensing units. Includes upgrading the energy management system (EMS) for the entire building.	The HVAC system, which services the entire building (all four floors), is at the end of its serviceable life. The main air handle, chillers and controls require constant costly repair.	$1,000,000	$ -	$ -	$ -	$ -	$ -
2	River Ridge Golf Course Event Space Upgrades	Upgrades to the River Ridge Golf Course event space to allow for weddings, receptions, tournament events, etc.	The River Ridge Golf Course event spaces are in need of updgrades in order to increase revenue generation opportunities.	$600,000	$ -	$ -	$ -	$ -	$ -
3	South Oxnard Branch Library HVAC Renovation	Upgrade the heating, ventilation and air conditioning (HVAC) and energy management system (EMS) for the South Oxnard Branch Library building.	The existing HVAC and EMS systems are the original units and have exceeded their service life expectancy.	$2,455,000	$ -	$ -	$ -	$ -	$ -
4	Camino del Sol Bldg Imprv	Camino del Sol Building Improvements	Improvements to Camino del Sol Building	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -

Information Technology

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
5	WiFi in the Parks	Install Wi-Fi infrastructure in public parks to provide free wireless internet access to residents and park users.	Provide free internet access to the public in select community parks.	$600,000	$ -	$ -	$ -	$ -	$ -

Parks & Open Space

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
6	Del Sol Park Improvements - Phase I	Construct a new restroom at a new location near the street with more security lighting.	The existing restroom at Del Sol Park is in a less-than-ideal location and is in poor condition but will still be used for large events or during busy weekends. The new restrooms will provide a better option for everyday public use.	$520,000	$ -	$ -	$ -	$ -	$ -
7	Oxnard Trail Light Replacement Phase II	Replace lighting infrastructure, upgrade electrical, and add concrete pedestals along Oxnard Trail from Camino Del Sol, west to the edge of the Community Garden.	Oxnard Trail has a lighting system with an aging infrastructure where replacement fixtures are not available. A complete replacement is needed.	$435,000	$ -	$ -	$ -	$ -	$ -
8	Pfeiler Pocket Park Play Structure Replacement	Replace the existing play equipment and play surface at Pfeiler Pocket Park.	The existing play equipment has reached the end of its useable life and is in need of replacement.	$155,000	$ -	$ -	$ -	$ -	$ -
9	Via Marina Park Renovation	Install new sprinkler system, new play structures, a new rubberized walking track, and new LED security lighting.	The park is frequently used and could benefit from expanded amenities.	$1,234,871	$ -	$ -	$ -	$ -	$ -

Transportation & Drainage

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
10	Cypress Road Railroad Crossing Upgrade	Project is time sensitive to be ready for developer participation from People Self Helps Project with pro rata contribution. Improvements to Cypress Road and the Railroad Crossing intersection includes new sidewalk, paving, signage and striping.	Improve safety by modifying at-grade railroad crossing.	$125,000	$ -	$ -	$ -	$ -	$ -
11	Five Points Intersection Modernization	Analyze short-medium and long term needs at this intersection. Requires coordination with various entities including CPUC, VCRR, Port of Hueneme, Caltrans Division of Rail, VCTC and others. Immediate improvements at the intersection include rewiring of the intersection and signal head replacement.	Upgrade existing traffic signal standards and improve sidewalk facilities.	$250,000	$ -	$ -	$ -	$ -	$ -

Utilities

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
12	Recycled Water: AWPF Recycled Water Storage Construction	Construct water storage tanks at the Advanced Water Purification Facility (AWPF).	As a key element of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program, the AWPF improvements will fully utilize recycled water to provide supply resiliency and cost stabilization for the future.	$600,000	$ -	$ -	$ -	$ -	$ -
13	Water Production: New Wells	Construct new potable water wells	Upgrading facility to ensure reliability of potable water supply.	$ -	$ -	$ -	$ 500,000	$ 300,000	$ -
14	Environmental Resources: Video Surveillance System - Phase II	Install 46 surveillance cameras in phase II of a digital video security system at the Del Norte Regional Recycling facility.	Phase I installed 21 cameras in FY 2016-17. The additional cameras will expand video surveillance oversight of the facility, improving safety, security and employee training operations.	$300,000	$ -	$ -	$ 300,000	$ -	$ -
15	Environmental Resources: Compressed Natural Gas Facility	Construct CNG fueling station for 55 CNG equipment (current: 48 CNG trucks) with the ability for expansion to add more CNG trucks.	To maintain fleet and service; to avoid fuel shortages and lack of fueling stations.	$ -	$ -	$ -	$ 1,320,000	$ -	$ -
			Total	**$ 10,274,871**	**$ -**	**$ -**	**$ 2,120,000**	**$ 300,000**	**$ -**

CATEGORY 3: New Projects with Identified Funding

Buildings

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
1	Special Districts Office Space Improvements	This project consists of renovation to current office space or construction of unused warehouse space to house the Special Districts Division.	The Special Districts Division is currently housed in ~800sqft of building 1 at the City Yard. This ~800sqft includes two offices, an IT closet, a restroom, and a kitchenette. The Division has 13 FTEs in this space.	$ -	**$ -**	**$ -**	$ 500,000	$ 500,000	$ -	
2	Carnegie Art Museum Seismic Study	ASCE 41-23 Tier 1 and 2 Seismic Evaluation of the Carnegie Art Museum	Determine the hazard level of the Carnegie Art Museum	$ 200,000	$ -	$ -	$ -	$ -	$ -	
3	South Oxnard Library remediation	A lawsuit was settled in 2014 for the South Oxnard library for remediation of water damage and sky light due to continued issues since 2009. Also, additional issues have appeared as a result of the original remediation.	Funds from settlement for water damage and skylight and subsequent issues needs to be completed.	$ -	**$ 200,000**	**$ 1,350,000**	$ -	$ -	$ -	General fund*

Parks & Open Space

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
4	LMD 39/46 Playground Replacement	Replace the existing playground structure and surfacing generally within the existing playground footprint within LMD 39.	The existing play equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ 150,000**	$ 150,000	$ -	$ -	Special Assessment District
5	Oxnard Historic Farm Park Playground Replacement	Replace the existing playground structure and surfacing generally within the existing playground footprint within LMD 51.	The existing play equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ 250,000**	$ 250,000	$ -	$ -	Special Assessment District
6	CFDs Exercise Equipment Replacement	Replace the outdoor exercise equipment throughout the Westport, Seabridge, and Riverpark CFDs.	The existing exercise equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ 150,000**	$ -	$ -	$ -	Westport CFD, Seabridge CFD, Riverpark CFD
7	Westport Light Replacement	Replace the outdoor lighting throughout the Westport community.	Westport (CFD 2) has a lighting system with an aging infrastructure where replacement fixtures are not available. A complete replacement is needed.	$ -	**$ -**	**$ -**	$ 125,000	$ -	$ -	
8	Riverpark Playgrounds Structure Replacement - Vineyard Park and East Park	Replace the existing play equipment and play surface at Vineyard Park and East Park	The existing play equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ 300,000**	$ 300,000	$ -	$ -	Riverpark CFD
9	Riverpark Playground Structures Replacement - Windrow Park	Replace the existing play equipment and play surface at Windrow Park.	The existing play equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ -**	$ 150,000	$ 150,000	$ -	
10	Riverpark Playground Structures Replacement - Children's Park and Cresent Park	Replace the existing play equipment and play surface at Children's Park and Crescent Park.	The existing play equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ -**	$ 100,000	$ 400,000	$ 300,000	
11	Seabridge Playground Structures Replacement	Replace the existing play equipment and play surface at Seabridge East Park and Seabridge South Park.	The existing play equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ 60,000**	$ 245,000	$ 245,000	$ -	Serabridge CFD
12	Westport Playground Structures Replacement	Replace the existing play equipment and play surface at Westport North Park and Westport South Park	The existing play equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ 80,000**	$ 360,000	$ 360,000	$ -	Westport CFD
13	Ormond Beach Access	This project involves the transfer of approximately 21 acres of the former Ormond Beach Generating Station site from Southern California Edison (SCE) to the City of Oxnard for the development of public parking and coastal access and restoration. Included in the project are enhancements to Edison Drive such as a multi-modal path, new curb and gutter, and street repaving. The project also includes the development of a parking area with amenities such as a public restroom and interpretive signs. The existing station site and peripheral areas along the southwestern (ocean-facing) and Northwestern (wetland-fronting) sides will be transferred to the City of Oxnard.	The Ormond Beach Access Project will provide improvements at the site of Southern California Edison's (SCE) decommissioned Ormond Beach Generating Station, and the road leading to it. The project involves upgrades to Edison Road, including enhanced bike and pedestrian facilities, and the construction of a new parking area at Ormond Beach at the site of the former SCE generating station. The parking area will include a restroom, interpretive signs, and other features.	$ -	**$ 250,000**	**$ 1,000,000**	$ 1,000,000	$ 3,000,000	$ 4,750,000	General Fund**

*Non-discretionary settlement funding

**Gen On Park Development Contribuition

Transportation & Drainage

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
14	Riverpark Detention Basin Improvements	Riverpark Swale & Detention Basins Inspection, Sediment Removal, Irrigation Repair / Replacement, and Revegetation	Riverpark detention basins require periodic assessment of systems and sediment removal every 3-7 years.	$ -	**$ -**	**$ 250,000**	$ 250,000	$ 250,000	$ 250,000	Riverpark CFD

Transportation & Drainage (Continued)

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
15	Blackstock and Pleasant Valley Estates Neighborhood Stormdrain Improvements Projects	Blackstock and Pleasant Valley Estates Neighborhood Stormdrain Improvements Projects	Improve drainage and prevent flooding	$ -	**$ -**	**$ 300,000**	$ 1,200,000	$ -	$ -	Storm Drain Facility Fee
16	Public Use Electric Vehicle (EV) Charging Stations	Deploy strategically located EV charging stations to enhance the communities access to electric vehicle charging and promote economic growth, all while contributing to the City's local climate change goals.	Community Development	$ -	**$ 86,000**	**$ 774,000**	$ -	$ -	$ -	Grant
17	Butler Road Stormdrain Improvements Project	Butler Road Stormdrain Improvements Project	Improve drainage and prevent ponding along Butler Road.	$ -	**$ -**	**$ -**	$ 150,000	$ 600,000	$ -	
18	Citywide Wayfinding Program	Design, plan and install directional wayfinding signage throughout Oxnard	The current wayfinding system in Oxnard was implemented in the early 2000s and has not been properly maintained or updated to reflect current destinations. This project will update and modernize the wayfinding system throughout the City.	$ 1,000,000	**$ -**	**$ -**	$ -	$ -	$ -	
19	Traffic Signal Pre-Emption Program	Design, procurement and installation of pre-emption devices for emergency vehicles at multiple intersections citywide.	Provide traffic signal priority for emergency response vehicles	$ -	**$ 87,000**	**$ 779,000**	$ -	$ -	$ -	Grant
20	Bard Road Corridor Bicycle & Pedestrian Improvements	Install high visibility crosswalks, advance warning flashing beacons, advance stop bars, green bike conflict striping, leading pedestrian interval timing, traffic signal retro-reflective backplates, and median improvements to improve turning movement safety.	Improve bicycle, pedestrian, and vehicle safety and convenience by installing safety measures identified in the Local Roadway Safety Plan.	$ -	**$ 1,364,850**	**$ 140,000**	$ -	$ -	$ -	Grant
21	Ventura Road Corridor Bicycle & Pedestrian Improvements	Install Class II bike lanes with green bike conflict striping, high visibility crosswalks, advance warning flashing beacons, advance stop bars, leading pedestrian interval timing, and traffic signal retro-reflective backplates.	Improve bicycle, pedestrian, and vehicle safety and convenience by installing safety measures identified in the Local Roadway Safety Plan.	$ -	**$ 157,490**	**$ -**	$ -	$ -	$ -	Grant
22	Accessible Pedestrian Enhancements	Construct and install accessible pedestrian signals, leading pedestrian intervals, pedestrian countdown signal heads, curb extensions, upgraded curb ramps, high visibility crosswalks, straightened crosswalks, bike lane green conflict striping, advance stop bars, and pedestrian and bicyclist warning signage.	Improve accessible pedestrian infrastructure and convenience by installing safety measures identified in the Local Roadway Safety Plan.	$ -	**$ 3,498,825**	**$ -**	$ -	$ -	$ -	Grant

Utilities

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
23	Underground of Overhead Utilities-Citywide	This project involves the relocation of above-ground utilities, such as power and communications lines, to the subsurface. Through the formation of an undergrounding district, the City receives a small amount of funding yearly through the utility provider to an account set up for the undergrounding district. Work will commence once a sufficient amount of funding is accumulated in the account to proceed with design and construction.	Buried utilities tend to be more resilient to weather and damage, are generally safer, and have less visual impact than lines mounted on poles above ground. Such relocation of utilities is expensive, and the account is set up so that funds may be collected over time.	$ -	**$ -**	**$ -**	$ -	$ -	$ 2,000,000	
24	Environmental Resources: Material Recycling Faciltiy (MRF) Replacement	New Material Recycle Facility (MRF) at Del Norte MRF & Transfer Station	To replace the existing Del Norte MRF that is 27-years old and is approved in the ER Rate Cost of Service Study as a project to be completed in less than 5-years.	$ -	**$ -**	**$ 3,000,000**	$ 15,000,000	$ 15,000,000	$ -	Solid Waste Enterprise Fund
25	Environmental Resources: Security Improvements	Upgrades to cameras, fencing and access control at the Del Norte Material Recycling Facility.	Security upgrades are required at the Del Norte MRF as the existing infrastructure is deteriorating and compromised.	$ -	**$ -**	**$ 60,000**	$ 240,000	$ -	$ -	Solid Waste Enterprise Fund
26	Environmental Resources: Del Norte Facility Improvements (locker rooms, showers, weld shop, paint booth)	Design, permit, construct a new Weld Shop that houses space for commercial bin repair and refurbishment; along with a paint booth that is permitted to allow for the painting of commercial refuse bins (up to 4-yard bins). The Weld shop must have sufficient power to charge an electric forklift. and have a lockable shop building to house refuse bins, acetylene tanks and forklift (to prevent theft).	To fix & refurbish commercial refuse/recycle bins; in order to reduce the costs associated with purchasing new commercial bins.	$ -	**$ -**	**$ 330,000**	$ 1,320,000	$ -	$ -	Solid Waste Enterprise Fund
27	Environmental Resources: MRF Roof Repair at Del Norte Facility	Repair roof leaks in MRF roof at Del Norte that have caused flooding inside MRF and damaged recyclable commodities.	To maintain viable, safe MRF that reduces damage to recyclable commodities and avoids shutting down tipping floor revenues.	$ -	**$ 200,000**	**$ -**	$ -	$ -	$ -	Solid Waste Enterprise Fund
			Total	**$ 1,200,000**	**$ 5,844,165**	**$ 8,973,000**	**$ 21,340,000**	**$ 20,505,000**	**$ 7,300,000**	

CATEGORY 4: New and Existing Projects with Partial or No New Identified Funding

Staff Recommendation to Move to Category 1: Above the Line

Priority	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
1	Neighborhood Street Resurfacing	Resurface existing asphalt concrete pavement throughout several residential areas.	Project will improve roadway surfaces on several residential streets citywide as identified in the Pavement Management System. Replacement of aging cast iron pipe is being coordinated with road resurfacing.	$ 17,733,008	**$ 4,981,000**	**$ 8,100,000**	$ -	$ -	$ -	General Fund or Measure O
					$ 619,000					Street Maintenance Fund
					$ 2,000,000	**$ 2,000,000**	$ 2,000,000	$ 2,000,000	$ 2,000,000	Gas Tax
							$ 8,100,000	$ 8,100,000	$ 8,100,000	Bonds
2	Arterial Street Resurfacing	Preventative maintenance for several arterial streets throughout the City.	This project aims to maintain the City's arterial pavement at the target PCI to prevent premature deterioration.	$ 18,918,142	**$ 7,200,000**	**$ 7,200,000**				General Fund or Measure O
					$ 2,000,000	**$ 2,000,000**	$ 2,000,000	$ 2,000,000	$ 2,000,000	Gas Tax
							$ 7,200,000	$ 7,200,000	$ 7,200,000	Bonds
3	Citywide Alleyway Resurfacing	System-wide resurfacing of alleyways in the City. The alleyways are in dire need of improvements, so we are requesting funding to plan for future fiscal years as they have not been resurfaced as needed.	Alleyways throughout the City are in need of repair or resurfacing. Alleyway repair and resurfacing will provide an acceptable level of service to maintain access to residences and solid waste collection.	$ 10,215,641	**$ 4,000,000**	**$ 4,000,000**	$ 2,250,000	$ 2,250,000	$ 2,250,000	General Fund or Measure O
							$ 1,750,000	$ 1,750,000	$ 1,750,000	Bonds
4	Mandalay Bay Seawalls	Repairs to the Mandalay Bay seawalls consists of the installation of panels and tiebacks for both types of existing seawalls.	This project assumes a 75-year design life for the seawalls in the Mandalay Bay area, which were constructed between 1969 and 1971 and have shown signs of wear and deterioration due to age.	$ 1,661,722	**$ 2,500,000**	**$ -**	$ 500,000	$ 1,800,000	$ 3,500,000	General Fund or Measure O
5	Colonia Park Pool Repair and Equipment Replacement	Repair pool deck, coping, tile work, refinish pool surface, upgrade pool equipment, and provide required accessibility upgrades to the pool and restroom. Prior to any design work, the pool and deck will need to be evaluated by a structural engineer to determine the structural integrity of the facility.	Colonia Pool is the only existing City-operated pool in the City of Oxnard. It offers free water safety, swim, and water exercise classes for the community along with water confidence-building free play for all ages.	$ -	**$ 120,000**	**$ 1,080,000**	$ -		$ -	General Fund or Measure O
6	La Colonia Boxing Gym Improvements	Rehabilitation of the Boxing Gym.	To restore the gym for public use.	$ -	**$ 200,000**	**$ 1,800,000**	$ -	$ -	$ -	General Fund or Measure O
7	ERP Project	Upgrading Citywide Enterprise Resource Planning Systems	Upgrading the City's ERP system to leverage more modern technologies is essential to improve service to the community and improve efficiency and internal controls around all financial transactions, permitting applications, licensing, asset maintenance and human resource management.	$ 12,434,670	**$ 3,300,000**	**$ 2,250,000**	$ 2,400,000	$ 1,250,000	$ -	General Fund or Measure O
8	Roof Replacement - Various Facilities	Roof replacement for the Colonia Boxing Gym, City Annex building, five maintenance buildings at the City Yard, and any other City owned roofs in need of replacement.	Several City buildings need to be replaced due to numerous leaks to prevent damage to structures and equipment. The roofs are estimated to be over 60 years old on average.	$ 1,158,000	**$ 500,000**	**$ 500,000**	$ -	$ -	$ -	General Fund or Measure O
9	Pedestrian Safety Enhancements - Various Locations	Implement safety countermeasure recommendations from the Local Roadway Safety Plan (LRSP) including (not limited to) raised medians, curb extensions, flashing beacons, advance warning signage, high visibility crosswalks, ADA improvements, retroreflective traffic signal backplates, signal timing adjustments, repurpose roadway space, bicycle lanes, green pavement markings, signage and striping. Locations will be selected from the LRSP.	Improve pedestrian, bicyclist, and motorist safety.	$ -	**$ -**	**$ 500,000**	$ -	$ -	$ -	General Fund or Measure O
10	Bridge Maintenance Citywide	Routine bridge maintenance including (not limited to) sealing deck cracks, patch spalls, repair joint seals, repair riprap, and repair guardrail.	Routine maintenance to prevent further deterioration and costly future rehabilitation.	$ -	**$ -**	**$ 750,000**	$ -	$ -	$ -	General Fund or Measure O
11	Public Restroom Improvements	Renovate or replace public restroom facilities at various locations throughout the City.	Many of the City's public restrooms are in a state of disrepair or non-operational and require renovation or replacement.	$ 2,000,000	**$ 1,000,000**	**$ -**	$ -	$ -	$ -	General Fund or Measure O
12	Traffic Signal Modernization	System-wide modification of the City's traffic signals to replacing aging infrastructure to maintain system reliability and compatibility with future traffic signal technologies. Project phasing will be priority-based each year.	Multi-year project to upgrade the City's 164 traffic signals, some of which are older than 30 years, to preserve system reliability, maintain connectivity with the City's traffic management center, and improve compatibility with Smart Cities/Connected-Autonomous Vehicle architecture.	$ 4,240,000	**$ 1,000,000**	**$ 1,000,000**	$ -	$ -	$ -	General Fund or Measure O
					$ 560,000	**$ 560,000**	$ -	$ -	$ -	Developer Impact Fees
13	Campus Park Ph II Urban Greening	Funding for "Phase 2" of Campus Park. Project will include shade trees, a community orchard, interpretive signage, rainwater capture, walking trails, a restroom, trails, a multi-use field/meadow, and other amenities.	Funding is needed to complete Campus Park.	$ -	**$ -**	**$ 500,000**	$ -	$ -	$ -	General Fund or Measure O
					$ -	**$ 3,529,632**	$ -	$ -	$ -	State Grant Fund
			Total	**$ 68,361,183**	**$ 29,980,000**	**$ 35,769,632**	**$ 26,200,000**	**$ 26,350,000**	**$ 26,800,000**	

Staff Recommendation to Leave Unfunded

Buildings

Project Title	Project Description	Purpose and Need	Rough Order Magnitude
Police Department Headquarters Relocate Dispatch Center	Renovating the current Major Crimes office upstairs to move the current dispatch center into this location.	As our workforce continues to increase and out grow the building we are in, we need to add additional locker room space as well as a mental health room to the PD. By moving the dispatch center upstairs, it leaves the current dispatch area for additional locker room space to be built	$ 3,900,000
Police Department New locker rooms and Wellness room	Reconfigure current dispatch area into a new locker room	The current Police Department Building is over 40 years old and designed for 1/2 the current staff. We need to add locker room space to make room for all employees. Officers must have large amounts of gear and change into uniforms on-site. With new laws being passed about officers mental health, we would like to incorporate a mental health room for officers to relax on their breaks.	$ 2,250,000
Police Department Headquarters Lobby Renovation/ ADA Compliance	Renovate our current downstairs lobby	Currently one of the public access doors into the lobby is inoperable and has been for months waiting on parts. The slope and entry size of the ingress to the lobby is not ADA-compliant. The lobby is original to 1978 and needs to be redesigned so it is more functional for the public and PD staff.	$ 1,800,000
Fire Logistics and Training Center	The proposed project seeks to convert the former Armory into a Fire Department vehicle storage and logistics facility to address essential storage and logistical storage needs.	This capital improvement project aims to repurpose the former Armory structure into a Fire Department vehicle storage and logistics facility. Key upgrades include installing fencing with gates, locks, and barbed wire, repairing parking areas, procuring metal shelves for optimized storage, and installing a comprehensive security system. The project estimate includes design, permitting, and project management costs to ensure compliance and efficiency. This project is crucial for the organization's long-term success.	$ 3,000,000
HVAC System Control Upgrades	System design and upgrades to swap out complex HVAC control systems that have failed and/or are not performing as designed. New communication hardware and system upgrades will include energy management system enabeling HVAC systems larger office buildings to better perform and operate more efficiently.	HVAC control systems are in bypass or manual control mode because control systems have failed and/or are not serviceable because components or programs are obsolete.	$ 750,000
Wilson Senior Center Siding Removal	In the late 70's, several Wilson Senior Center Buildings were architecturally upgraded to incorporate cedar/redwood paneling along all building sides. The wood siding and wood trim work throughout has warped, or has extensive dry rot/termite damage and needs to be removed and trim work and fascia boards need to be replaced. Stucco repairs with some stucco treatments would need to be installed and all buildings will need to be preped and painted with new color finish application.	The repairs will correct current water intrusion issues and protect exterior wall sides. The new color finishes are expected to enhance the building appearance of this facility.	$ 375,000
South Oxnard Center Lighting	The perimeter parking lot is designed with fifhteen foot high light standards. Five of the ten light standards are missing or are not operational and the remaining five cannot be replaced due to rust damage to the support plates. The concrete pedestals need to be removed and replaced with new to support new light standards.	Lighting upgrades will address existing lighting and safety concerns in parking area serving the south oxnard library and evening events taking place in the community center.	$ 600,000
South Oxnard Center Site Drainage Study and Redesign	Design work to upgrade and improve site drainage to prevent future flooding. Currently, the courtyards are draining towards the building sides and do not incorporate underground drains to route water away from buildings and some tree roots have uplifted hardscapes causing drainage changes to the site. Study will evaluate existing site drainage, identify hardscape changes needing to be corrected or recommend drainage changes to correct future flooding.	Improvements are expected to correct existing site drainage conditions highlighted by recent storm event.	$ 675,000
Police Department Headquaters Public Safety 911 Center and Major Crimes Unit Relocation	Design work to relocate the existing 911 dispatch center into the second floor major crimes unit office area that will provide ample space to house existing and growth demands. Design work will include new configuration layout of the emergency communications and dispatch operations unit with new.	Updated configuration with state of the art critical communication equipment will provide 911 dispatch staff with industry standard workstation design and state of the art infraestructure and communication equipment to support public safety and citywide emergency response needs.	$ 3,900,000
Police Department Headquaters Public Safety Restroom and Locker Room Renovation	Remodel the officer first floor restrooms, locker rooms and replace the failing sewer infraestructure serving these area.	The facility is over 40 years old and the sewer line have plumbing infraestructure are at the end of their serviceable life cause for failing fixtures and clogged floor drains. Remodel work will include required layout changes and updates to serve public safety personnel.	$ 975,000
Marquita Youth Senior Center Re-Roof	Re-Roof and fascia siding replacement	Re-roof will protect the structure integrity, interior occupancy and use conditions	$ 412,500
Police Department Headquaters Weight Room Re-Roof, dry rot, and termite	Re-roof, fascia siding replacement. Prior to reroof this facility will need to be tented to address current termite issues.	Re-roof will protect the structure integrity, interior occupancy and use conditions	$ 315,000
PACC Parking Lot and Site Improvements	The main and back parking lots needs to be slurry sealed and restripped to meet City standard and accessibility requirements. Approximately 25 percent of the asphalt parking areas have been up-lifted by tree roots; have uneven surfaces or mild sinkholes that will require some asphalt removal/replacement, crack filling etc. Existing parking lots lighting will need to be repaired and retrofitted with new LED light fixtures. Sidewalks and courtyard hardscapes have uneven surfaces or wide expansion joint gaps needing to be filled and/or replaced with path of travel safety off-set thresholds.	This facility is operated by a private operator and the improvements are expected to accommodate safer parking conditions for pubic event venues taking place with more frequency than in previous years.	$ 675,000
PACC Roof/Mansard System Replacement	Re-roof and install existing mansard system siding material. Recent storm event caused the roof to leak and the existing mansard system along the south side of the building is missing a large section of roofing material leaving the existing wood exposed to the elements. The interior of the building has signs water damage along the ceiling and wall sides along sides directly beneath the mansard roof system that is missing roofing materials.	The re-roof replacement will protect the structures integrity, interior building conditions and operations. The facility will need to be evaluated for water damage and potential impacts caused by water intrusions.	$ 1,800,000
Fire Station #1	Reroof metal seam roof and gravel roof areas, replace skylights, and replace overhead garage windows along the south and west elevations.	Roof repairs and window replacement will provide water protection to the building and protect fire house living quarters.	$ 600,000
Upgrade elevator system for main Library	The elevators at the main library are not reliably functional. They work very infrequently. The entire elevator system is very old. This needs an upgrade to be in compliance with ADA. At some points both public elevators are inoperable simultaneously, which denies many of our patrons access to the library second floor.	As reinvention efforts for OPL are underway, we will see an increase in patrons in the facility. This increase will make the necessity of a reliable elevator system even more vital to provide effective services to the public. Resources such as our research/help desk, public computers, study spaces, and teen space are all located on the second floor.	TBD
Carnegie Art Museum Renovation	Renovations to the Carnegie Art Museum include removing and replacing the heating, ventilation, and air conditioning (HVAC) system, and the energy management system (EMS), replacing the existing exterior wheelchair lift/freight elevator with a new ADA-compliant wheelchair lift, and resealing exterior basement walls and paint to restore waterproofing.	The HVAC system and elevator are at the end of their serviceable life and are in need of replacement to protect the art collection and comply with current ADA standards respectively. Exterior waterproofing is failing and moisture is seeping through the masonry wall which could damage the art collection.	$ 840,000
Civic Center East Wing HVAC & EMS	Upgrade the heating, ventilation and air conditioning (HVAC) and energy management system (EMS) to the entire building.	This building was constructed in 1969, and the HVAC and EMS are the original units and have exceeded their service life expectancy.	$ 600,000
Door Replacements in Fire Stations	Replace front and rear roll-up doors at fire stations 1 through 7 and rear doors at station 8 with panel doors.	Replacing the doors will improve station facilities and safety and will result in quicker response times. Aging doors increase maintenance costs, and the slow closure has resulted in compromised station security.	$ 1,080,000
IT Office Renovation	Renovate 2nd Floor of City Hall by creating a Help Desk space near the elevator, opening up the center floor space, and refurbishing the existing offices .	The current configuration of the IT Office is not functional and requires modifications. This will improve upon customer service by being more easily accessible and staff can work in a more efficient environment.	$ 412,500
Library Technical Efficiency Solutions Replacement	Replace equipment including two sorters, all new security gates, four self check-out units, and a payment machine.	The existing equipment has reached the end of its serviceable life and for several years has not been vendor supported. Staff has attempted to maintain them without the necessary expertise or equipment.	$ 562,500
Main Library Interior Painting	Clean, prepare and paint all the interior walls and ceilings in the Main Library.	This building was built in 1992 and over the years has had only certain interior spaces painted. It is now in need of paint to refresh the space and to preserve a valuable asset.	$ 225,000
Senior Center at 5th and Patterson	Construct a new Senior Center near the Community Park at W. 5th Street and Patterson Road	This facility will support programs for our older residents which include activities, educational opportunities, counseling and support groups, volunteer opportunities, and wellness programs.	$ 60,000,000
PACC - Rental Spaces Upgrade	Prepare seismic retrofit study and renovate rental spaces including mechanical, plumbing, electrical, restrooms, kitchens, painting, flooring, furniture, landscaping, and ADA accessibility.	The PACC rental spaces are in need of a remodel to provide user friendly options for rental spaces. The interior spaces have air conditioning issues, poor lighting and dated décor. If these spaces were updated, the City could rent them out more and genera	$ 2,737,500

Buildings (Continued)

Project Title	Project Description	Purpose and Need	Rough Order Magnitude
South Oxnard Senior Center: Tenant Improvements	Remodel the South Oxnard Senior Center.	Remodel will provide an improvement to senior services and accommodate staff workplace needs.	$ 1,500,000
Wilson Senior Center: Tenant Improvements	Remodel the Wilson Senior Center.	Remodel will provide an improvement to senior services and accommodate staff workplace needs.	$ 1,500,000
Oxnard PAL Facility Rehabilitation	Complete phase II of north wing which includes the construction of walls, doors, windows, electrical wiring and replacement of exterior doors. Begin phase I of south wing which includes demolishing old walls, and installing new windows.	The PAL program will be able to offer additional programs such as science, technology, engineering and mathematics (STEM) program, multimedia and quiet space for mentoring, homework and tutoring.	$ 3,000,000
CUPA Improvements at Fleet Services Facility	Implement required CUPA improvements to existing fuel tanks located at the City of Oxnard Fleet Services Facility	Improvements are required by Certified Unified Program Agency (CUPA) which is a local agency certified by CalEPA to implement and enforce six state hazardous waste and hazardous materials regulatory management programs.	$ 225,000
Building Structural Upgrades	Obtain a structural assessment of City-owned buildings to determine the appropriate structural upgrades necessary to satisfy California Building Code (CBC) requirements.	Most of the City-owned buildings are old and in need of a structural assessment to determine the structural integrity of the building and understand the seismic retrofit options available.	$ 750,000
Civic Center/Library Parking Lot Lighting	The existing parking lot west of the Oxnard Public Library, directly across the future Navigation Center needs site lighting. New lighting design will need to evaluate existing site lighting and permit required lighting standard for installation of 5 or 6 new light standards.	Lighting upgrades will address existing library's lighting and safety concerns while also addressing evening meeting lighting.	$ 240,000

Information Technology

Project Title	Project Description	Purpose and Need	Rough Order Magnitude
Campus-Wide WiFi System	Install modern wireless internet services and equipment at all City facilities.	As the City evolves its enterprise resource planning (ERP) public safety and other technology systems into fully-integrated modern systems, the need for reliable wireless data services becomes indispensable.	$ 375,000
Fiber Network Expansion	Expand the City's fiber network backbone to connect City buildings and traffic systems and provide high-speed Internet access per the Fiber Master Plan.	This project leverages the City's existing fiber infrastructure with targeted expansion to realize the delivery of high-speed Internet access to City municipal buildings, anchor institutions, businesses and eventually residents to foster economic development. This infrastructure also supports "smart city" initiatives like public WiFi.	$ 2,085,000
IT Data Server Room Condenser Replacement	Replace the existing 20-ton condenser with two 7.5-ton units. Cost estimate has been updated to reflect current estimated costs, which have increased due to an increase in construction costs.	The current system is over sized which causes it to cycle off and on often such that it continues to burn out motors and causes unacceptable downtime. This in turn creates heat problems for the data center.	$ 262,500
Surveillance & Access Control Installation	Install access control and surveillance systems at key City facilities.	Securing facilities via integrated access along with security camera systems better protects City employees, visitors and assets.	$ 1,067,250
Data Center for Disaster Recovery	Construct a secondary data center for the City's computer and electronic data. This includes an emergency backup generator.	A data center designed specifically for disaster recovery would ensure continued use of basic systems in case of a major power outage.	$ 1,200,000

Parks & Open Space

Project Title	Project Description	Purpose and Need	Rough Order Magnitude
River Ridge Playing Fields Improvements	Upgrades to the River Ridge Golf Course Playing Fields which include primarily enhancing the turf.	These fields are used by professional teams for training camps and are in need of upgrades in order to continue to attract professional sports teams.	TBD
Colonia Park Improvements	Replace the play structure, install new LED security lighting throughout the park, resurface the parking lot, construct a new restroom, and install new park amenities.	The playground is in need of replacement, additional lighting is needed for added park security, and placing the new restroom closer to the street for increased convenience and safety.	TBD
River Ridge Permanent Bleachers and Stage Area	Install permanent bleachers and a stage area at the River Ridge Sports Fields.	These fields are used by professional teams for training camps and are in need of upgrades in order to continue to attract professional sports teams.	TBD
Park Playground Shade Structures	Add shade structures to various park playgrounds.	Shade structures will enhance the park and playground user experience and provide adequate protection from the sun.	TBD

Transportation & Drainage

Project Title	Project Description	Purpose and Need	Rough Order Magnitude
Citywide Sidewalk Repairs	System-wide repair of sidewalks in the City. Sidewalks throughout the City are in need of repair and annual funds are necessary for an ongoing sidewalk repair program.	Sidewalks throughout the City are in need of various repairs. Sidewalk repair and replacement will help provide a safe path of travel for pedestrian throughout the City.	TBD
Electrical Plant Water Quality Capture	Conduct feasibility studies and provide preliminary engineering plans for stormwater quality capture at the Ormond Beach power plant.	The Ormond Beach power plant has been identified as a potential candidate for stormwater quality capture. If feasible, this projects would capture and improve stormwater quality in the Ormond Beach area.	TBD
Regional Stormwater Capture Improvements	Conduct feasibility studies and provide preliminary engineering plans for regional stormwater capture areas.	The County produced a list of locations identified as potential candidates for regional stormwater capture projects. Should they be feasible, these projects would increase runoff interception from large drainage areas to infiltrate back into the aquifers.	TBD
Saviers Road Corridor Improvements	Improvements to the Saviers Road cooridor for widening sidewalks, adding landscape, and providing lighting for safety.	This project is intended to promote and accommodate more pedestrians and bicyclists to access the Center Pointe Mall area.	TBD
Storm Drain Construction: Diamond Bar	Install storm drain system in the Diamond Bar neighborhood.	This project would improve drainage in this neighborhood.	TBD
Wooley Road Protected Bike Lanes	Install Class IV street bicycle facilities on Wooley Road from Oxnard Boulevard to Harbor Boulevard. Project will also add signing and striping.	Provide bicycle facilities identified in the City's Bicycle and Pedestrian Facilities Master Plan and improve convenience and safety for bicyclists and pedestrians.	TBD
Parking Lot Reconfigure/ Resurfacing	Remove existing police department parking lot, reconfigure to allow for more parking spots, May include tree removal.	The police department parking lot has numerous cracks several inches wide/ deep. These are workers comp tripping hazards. The parking lot has inadequate drainage and sloping causing water to pool in several locations. In one corner this year, water rose to the level of the police car doors and began flooding the interior of vehicles. Several patches have been made over the years that are uneven and starting to fail. Tree roots have caused numerous high spots in the parking stalls. The parking lot is the same configuration as in 1978 when the station was built, but with twice the workforce, parking is inadequate for the staff.	$ 4,500,000
Lemonwood Park Parcel Development	The park was acquired in early 2017 and requires a design to remediate the half acre site.	The park was acquired in early 2017 and requires a design to remediate the half acre site.	$ 750,000
Sport Court Resurfacing	Resurface or reconstruct various outdoor sport courts, including basketball and tennis courts, at multiple locations throughout the City.	Resurface or reconstruct various outdoor sport courts, including basketball and tennis courts, at multiple locations throughout the City.	$ 3,600,000
Parking Lot Resurfacing	Remove and replace concrete and asphalt parking surfaces and ribbon gutters at various City facilities including the Main Police Station, City Yard, and at 1500 Camino Del Sol.	Remove and replace concrete and asphalt parking surfaces and ribbon gutters at various City facilities including the Main Police Station, City Yard, and at 1500 Camino Del Sol.	$ 1,950,000
Terrace Avenue Bridge Rehabilitation	Seal cracks in underside of bridge deck at the intersection of the Oxnard Industrial Drain and Terrace Avenue.	Seal cracks in underside of bridge deck at the intersection of the Oxnard Industrial Drain and Terrace Avenue.	$ 930,000

Transportation & Drainage (Continued)

Project Title	Project Description	Purpose and Need		Rough Order Magnitude
Tšumaš Creek Drainage and Linear Park Construction	Construct linear park and bike path atop reinforced concrete drainage structure. The channel carries Tšumaš Creek down J Street.	Construct linear park and bike path atop reinforced concrete drainage structure. The channel carries Tšumaš Creek down J Street.	$	5,400,000
Rose Avenue/ St. Lucia/ First Street Intersection Improvements	Construct traffic signal improvements, enhance pedestrian crossing, and improve ADA compliant paths of travel at the Rose Avenue/ St. Lucia/ First Street intersection.	Construct traffic signal improvements, enhance pedestrian crossing, and improve ADA compliant paths of travel at the Rose Avenue/ St. Lucia/ First Street intersection.	$	1,000,000
C Street Over-Street Banners	Install a new Over-Street (Across the Street) banner system along C-Street.	Install a new Over-Street (Across the Street) banner system along C-Street.	$	200,000
Wooley Road Pedestrian Improvements	Upgrade pedestrian railroad crossings along Wooley Road. Includes railroad crossing gates and ADA compliant paths of travel.	Upgrade pedestrian railroad crossings along Wooley Road. Includes railroad crossing gates and ADA compliant paths of travel.	$	2,400,000
Pedestrian Bridge Improvements at Channel Islands Bridge	Add sidewalks and improve ADA compliant paths of travel of the Channel Islands bridge at Oxnard Boulevard.	Add sidewalks and improve ADA compliant paths of travel of the Channel Islands bridge at Oxnard Boulevard.	$	250,000
Oxnard Trail Class I Bike Path Cooper Road to 2nd Street	Install new Class I Bike Path to close the Oxnard Trail alongside the Union Pacific Railroad between the Oxnard Transit Center and Cooper Road. Project also includes signage, striping, and ADA improvements.	Install new Class I Bike Path to close the Oxnard Trail alongside the Union Pacific Railroad between the Oxnard Transit Center and Cooper Road. Project also includes signage, striping, and ADA improvements.	$	1,110,000
Traffic Safety Improvements	Construct traffic signal improvements, enhance pedestrian crossing, and improve ADA compliant paths of travel at the Rose Avenue/ St. Lucia/ First Street intersection.	Construct traffic signal improvements, enhance pedestrian crossing, and improve ADA compliant paths of travel at the Rose Avenue/ St. Lucia/ First Street intersection.	$	1,300,000
Water Campus Paving	Remove and replace concrete and asphalt parking surfaces and ribbon gutters.	Remove and replace concrete and asphalt parking surfaces and ribbon gutters.	$	900,000

Utilities

Project Title	Project Description	Purpose and Need		Rough Order Magnitude
Riverpark Basin Recycled Water Storage Project	Conduct feasibility study and provide preliminary engineering plans for recylced water storage at the RiverPark basins.	As a key element of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program, this storage project will fully utilize recycled water to provide supply resiliency and cost stabilization for the future.		TBD
Generator/ Automatic Transfer Switch Replacement	Remove and Replace Generator/ Automatic Transfer Switch at the Police Station	Generator is over 30 years old and the automatic transfer switch needs to be upgraded to handle the new Generator. If the power goes out at PD the 911 system and Police Officer radio system would not work.	$	1,200,000
City Fleet Electric Vehicle (EV) Charging Stations	Construct Electric Vehicle (EV) charging stations at various locations throughout the City to support the City's expansion of its EV fleet.	Electric Vehicles require EV Charging stations to maintain continuous operation of the vehicle. In addition, EV charging stations coupled with a fleet of Electric Vehicles will help assist the City of Oxnard achieve its local climate change goals.	$	3,000,000

Fiscal Year 2023-24 Accomplishments

Completed Projects

Buildings

Project Title	Project Description	2022-2027 CIP Page No.
Council Chambers Remodel	Remodel of the City Council chambers including asbestos abatement, roof repair/replacement, ceiling replacement, production system improvements, and audio/visual upgrades.	Page 4
Roof Replacement: PACC Ventura/ Oxnard Rental Spaces	Remove and replace the roofing material and metal flashing on the main rental spaces roof.	Page 17
Roof Replacement: South Oxnard Center	Replace the roof at the South Oxnard Center.	Page 18
Roof Replacement: Sturgis Annex	Replace roof at the Sturgis Annex.	Page 19
Roof Replacement: Wilson Senior Center Complex	Replace roofs for office, arts building and senior center.	Page 20

Parks & Open Space

Project Title	Project Description	2022-2027 CIP Page No.
Community Center East Park Improvements	Replace the play structure, install new LED security lighting throughout the park, resurface the parking lot, construct a new restroom, and install new park amenities.	Page 26
Johnson Creek Park Improvements	Renovation of snack bar, restrooms, and baseball fields at Johnson Creek Park.	Page 30

Transportation & Drainage

Project Title	Project Description	2022-2027 CIP Page No.
HERO Alleys Reconstruction*	Reconstruct several alleys within the HERO boundaries	Page 49
Citywide Alleys - Phase IIIA*	Reconstruct several alleys throughout the City with PCI less than 25	Page 49
Edison Canal Bridge Rehabilitation	Refurbish deck and underside, replace hinge seals and diaphragm bolsters at the restrainers, remove rust, and clean and paint seismic restraining shells at the columns. This bridge is located along Channel Islands Blvd over the Edison Canal Bridge.	Page 54
Mandalay Bay Bridge Rehabilitation	Refurbish deck, replace hinge seals and diaphragm bolsters at the restrainers, remove rust, replace lost riprap and clean and paint seismic restraining steel shells on columns.	Page 61
Ormond Beach Neighborhood Street Resurfacing	Resurface existing asphalt concrete pavement throughout the Ormond Beach Neighborhood.	Page 63
Perkins Road Parking Lot Improvements	Resurface the existing parking lot, as well as add light bollards, electric vehicle (EV) charging stations, and perimeter fencing.	Page 67
Stormwater Catch Basins Full Capture Devices Installation	In the first year, install 130 full-capture trash devices in storm water catch basins to prevent trash in priority areas from entering waterways. In the following years, install at least 100 excluders annually.	Page 76
Traffic Signal Modifications	Construct traffic signal improvements at multiple intersections: Oxnard/4th, 7th, and Date, Channel Islands/Stratham, and J Street, and Ventura/7th. Project estimate was increased by 30% due to construction cost increases from previous fiscal year.	Page 79
Ventura Boulevard Sidewalk - Rose Avenue to Balboa Street	Install new sidewalk on Ventura Boulevard between Rose Avenue and Balboa Street. Project includes Class II street bike lanes, signage, striping, and ADA improvements.	Page 81

Utilities

Project Title	Project Description	2022-2027 CIP Page No.
Wastewater Collection: Central Trunk Sewer Manhole Replacement - Phase I	Replace 629 linear feet of existing 8-inch sewer pipe with new 12-inch sewer pipe on Third and Navarro Streets.	Page 96

FY 2025-2029 CAPITAL IMPROVEMENT PROGRAM (CIP) OVERVIEW

Public Works and Transportation Committee, April 23, 2024
City Council, May 21, 2024

Morgan Kessler
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee provide input on the draft CIP and recommend that the City Council:

1. Hold a public hearing to receive public testimony regarding the proposed 2025-2029 City of Oxnard Five-Year CIP;
2. Approve the existing carryover CIP projects and the proposed new funding as outlined in the staff report for Category 1 projects;
3. Reaffirm the carryover CIP projects in Category 2;
4. Approve the project prioritization lists in Categories 3 and 4 outlined in the staff report and adopt the 2025-2029 City of Oxnard Five Year CIP; and
5. Direct staff to finalize the 2025-2029 CIP and General Fund/Measure O amounts for Category 4 projects once the City's FY 2024-25 operating budget has been completed as approved CIP funding allows.

RECOMMENDATION

That the City Council:

1. Hold a public hearing to receive public testimony regarding the proposed 2025-2029 City of Oxnard Five-Year CIP;
2. Approve the existing carryover CIP projects and the proposed new funding as outlined in the staff report for Category 1 projects;
3. Reaffirm the carryover CIP projects in Category 2;
4. Approve the project prioritization lists in Categories 3 and 4 outlined in the staff report and adopt the 2025-2029 City of Oxnard Five Year CIP; and
5. Direct staff to finalize the 2025-2029 CIP and General Fund/Measure O amounts for Category 4 projects once the City's FY 2024-25 operating budget has been completed as approved CIP funding allows.

BACKGROUND

The Capital Improvement Program (CIP) is a key planning and budget forecasting document

- Addresses the City's capital (or major) infrastructure construction and repair needs over a 5-year rolling horizon.
- Contains 124 projects
- Programmed over five years, with a total value of around $750 million.
- Does not address routine maintenance activities

BACKGROUND

The CIP essentially has two components:

1) The capital budget: a spending plan for capital items over a two-year period, and

2) The capital program, which is the 5-year expenditure roadmap or plan for anticipated yearly capital expenditures.

The CIP is included as a component of the overall FY 2024-25 City budget approval process

Challenges

- Aging Infrastructure
- Inability to bond
- Deferred Maintenance
- Staffing/Workload Challenges
- High Construction Prices
- Competition for Limited Funding
- Long Lead Times

- Last years' "Slow Down" City Council Action:
  - February 7th, 2023 Council Meeting
  - Staff recommended the modification of timelines to address project backlog
  - Projects were determined to be "above the line" or "below the line"

Funding Sources and Bonding Inability

- CIP projects can be paid for with several different funding sources like State and Federal grants, City development impact (DIF) fees, and General Funds.

- The present **inability** to issue municipal bonds has hampered the City's ability to do large projects in a timely manner.

CIP Project Prioritization Process

- Step 1: Categorize by What the Project Does:
  - Priority 1: Health and Safety
  - Priority 2: Asset Preservation
  - Priority 3: New and Expanded Services

- Step 2: Refine the Priority by Considering Other Factors:
  - Council Priorities
  - Grants & Deadlines
  - Urgency
  - Staff Workload

CIP Project Prioritization Process (Cont'd)

Step 3: Put Project in a Project Category

- **Category 1:** Already funded, approved in previous CIP, ready to move forward;
- **Category 2:** Funded and approved like Category 1, but start dates postponed as part of "slow down" action in 2023;
- **Category 3:** Newly identified projects that have known funding source, and are recommended by staff for inclusion in the present CIP.
- **Category 4:** Both existing and new projects that have no identified funding, or are only partially funded, and have high priority. General Fund/Measure O candidates.

General CIP Development Process

1. Departments identify capital projects needs;
2. Projects reviewed for conformity with General Plan;
3. Preliminary establishment of funding priorities;
4. Update of the CIP document, utilizing the City's newer Tyler and OpenGov tools;
5. Present the CIP projects to the Planning Commission on May 2nd, 2024;
6. Present the proposed CIP to the present PWTC Committee for consideration;
7. Present the draft CIP to the City Council for adoption;
8. Return to the City Council with a "receive and file" of the final CIP book after July 1, 2024 if necessary.

CIP Document Structure

- The CIP document contains the complete set of capital projects in a 1-page per project format;
- The front end of the CIP contains background and narrative information;
- Project pages are organized into sections: Buildings, Information Technology (IT), Parks and Open Space, Seawalls, Transportation and Drainage, and Utilities.

Quimby-Funded Park Projects

- Occurring parallel to the CIP development;
- Public Works staff will hold Neighborhood Council meetings;
- Staff will discuss the use of Quimby funds for parks;

Quimby-Funded Park Projects (Cont'd)

- The Quimby meeting timeline is well outside that of the CIP;
- Any new parks projects will be added to the CIP via a separate action item to the PW&TC and City Council later this calendar year;
- Because of the different CIP/Quimby timelines, additional staff workload capacity will be reserved in the CIP program to take on any new Quimby projects.

PW&TC Actions

1. Provide input on the proposed new projects and continuing projects

2. Provide comments and/or changes on the prioritization within Categories 2, 3, and 4

3. Recommend forwarding to the Council for approval

FINANCIAL IMPACT

Financial Impacts by Project Category:

- Category 1: There is no financial impact; projects were previously approved by City Council with funding allocated, no new amounts are being requested. These are “above the line” projects.

- Category 2: No impact; these projects have been approved, and their funding has been allocated already. These are “below the line” projects.

- Category 3: Newly proposed for the present CIP. Funding is identified. Staff suggests this Category of projects be given a higher priority than Category 2.

Financial Impacts per Project Category (Cont'd)

- Category 4: New and existing projects, some with high priority, that have only partial or no new identified funding. Staff recommends that these be funded, in order of listed priority, and ahead of those in Category 2 pending the outcome of the citywide operating budget process. These may be funded with General Fund/Measure O money.

- Projects approved by City Council in prior fiscal years that have not yet been completed will have their respective unencumbered budgets rolled forward.

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

DATE: April 23, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Amendments to Agreements A-8339, A-8340, A-8341, A-8342, and A-8483 with Mariposa Landscapes, Inc. for Landscape Maintenance Services for Citywide General Fund Parks. (15 minutes)

RECOMMENDATION

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

1. Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $475,000 to $615,000 in Region 1;
2. Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $430,000 to $561,000 in Region 2;
3. Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $950,000 to $1,249,000 in Region 3;
4. Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $550,000 to $714,000 in Region 4; and
5. Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $758,919 to $1,036,880.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/XU52xTrH0ek

BACKGROUND

After the passing of Measure E in November 2020, staff created a plan for restoring the maintenance of the citywide streets, landscapes, and parks. On May 11, 2021, options were presented to the Public Works and Transportation Committee (PWTC) that included weekly mowing of the General Fund parks by landscape contractors. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021.

To provide equal levels of service, the City was divided into four contract areas consisting of an equal number of parks (Attachment 11). On March 25, 2021, the City released a request for bid for weekly mowing of General Fund parks in the four (4) regions of the City. A total of four responsive bids were received. On June 29, 2021, the City Council awarded the Agreements A-8339, A-8340, A-8341, and A-8342 to Mariposa Landscapes, Inc. (Mariposa) as the lowest responsive bidder for each contract area. The total cost for all four Agreements was a not-to-exceed amount of $2,405,000 for the three-year terms ending June 30, 2024

(Agreements attached for reference).

During the budget preparations for FY 2022-23, funding was requested for additional park maintenance services beyond the weekly mowing. These services included annual fertilization, annual aeration of turf, quarterly pruning of all shrubs and groundcover, monthly weed control that included adjacent sidewalks, weekly removal of loose litter and debris, and trash can service four days per week at each park site. After the approval of the FY 2022-23 budget, the City released a Request for Bid (RFB) for these additional park maintenance services, which also included the capacity to provide "as needed" landscape services, subject to available funding. Three companies submitted a bid, and on September 6, 2022, the City Council approved Agreement A-8483 with Mariposa Landscapes, Inc. for additional basic landscape services in the General Fund Parks in an amount not to exceed $758,919 for a term ending August 31, 2023 (Agreement attached for reference).

On December 1, 2021, the First Amendment to Agreement A-8341 was approved to include the scope of services to maintain the landscapes at the beach parking lot area that was formerly maintained by Maintenance Assessment District 4 (MAD 4). These areas were determined to be an extension of the maintenance for Ololkoy Beach Park. The additional cost for the maintenance of these areas increased the Agreement by $302,278 annually (Amendment attached for reference).

On September 15, 2022, the First Amendments to Agreements A-8339, A-8340, A-8342 and the Second Amendment to A-8341 were approved to provide variable mowing frequencies with revised rates and costs to correspond with the mowing schedule of each park. This was in response to many parks not needing weekly mowing and to apply the savings from less mowing to other park maintenance needs. There was no change to the not-to-exceed amounts of the agreements (Amendments attached for reference).

On August 28, 2023, the First Amendment to Agreement A-8483 was approved to amend the term ending date from August 31, 2023 to June 30, 2024 (Amendment attached for reference).

DISCUSSION

Mariposa has satisfactorily maintained the contract areas it has been awarded during the past three years. All five Agreements are due to expire on June 30, 2024. Therefore, staff is requesting an Amendment to each Agreement for a one-year extension that will expire on June 30, 2025. Mariposa has agreed to continue the same monthly service rates that were approved in 2022.

1. The Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for the additional one year of service will cost $140,000 for weekly landscape services and the four-year contract total amount not-to-exceed $615,000 in Region 1.
2. The Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for the additional one year of service will cost $131,000 for weekly landscape services and the four-year contract total amount not-to-exceed $561,000 in Region 2.
3. The Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for the additional one year of service will cost $299,000 for weekly landscape services and the four-year contract total amount not-to-exceed $1,249,000 in Region 3.
4. The Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for the additional one year of service will cost $164,000 for weekly landscape services and the four-year contract total amount not-to-exceed $714,000 in Region 4.
5. The Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for the additional one year of service will cost $277,961 for additional basic maintenance services and the four-year contract total amount not-to-exceed $1,036,880 citywide.

During the next fiscal year, staff will be revising the project specifications for each region to include all of the services provided between the current five contracts and then solicit bids for each of the four contract areas. The intention will be to have the new park maintenance agreements for the General Fund parks to begin July 1, 2025. Staff recommends amending the existing agreements in lieu of a new bid process this time because the expected result of a bid process are higher costs due to recent inflation and other similar bid processes that have resulted in increases. The fact that the contractor has agreed to keep their 2022 rates in place is a benefit to the City.

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 costs for each agreement's one-year extensions for a total increase of $1,011,961 will be included in the proposed Public Works, Parks Operations Budget, General Fund account (1013301-53200) for Fiscal Year 2024-25 for City Council’s consideration.

- The Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $140,000 (Attachment 1)
- The Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $131,000 (Attachment 2)
- The Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $299,000 (Attachment 3)
- The Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $164,000 (Attachment 4)
- The Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $277,961 (Attachment 5)

For Finance Use Only: General Fund (Org. 1013301 Obj. 53200)

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. A-8339 2nd Amendment Mariposa
2. A-8340 2nd Amendment Mariposa
3. A-8341 3rd Amendment Mariposa
4. A-8342 2nd Amendment Mariposa
5. A-8483 2nd Amendment Mariposa
6. A-8339 Agreement and 1st Amendment Mariposa
7. A-8340 Agreement and 1st Amendment Mariposa
8. A-8341 Agreement and 1st-2nd Amendments Mariposa
9. A-8342 Agreement and 1st Amendment Mariposa
10. A-8483 Agreement and 1st Amendment Mariposa
11. Parks Regions
12. Presentation

SECOND AMENDMENT TO TRADE SERVICE AGREEMENT

This Second Amendment ("Second Amendment") to the trade service agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Service Provider"). This Second Amendment amends the Agreement entered into on July 1, 2021, by City and Service Provider. The Agreement previously has been amended on September 15, 2022, by a First Amendment.

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Amendment is amended to "June 30, 2025."

2. The Agreement Amount in Section 6 of the Agreement is hereby amended to "$615,000."

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

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

MARIPOSA LANDSCAPES, INC.

Terry Noriega, President Date

Antonio Valenzuela, Secretary[3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must 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.

SECOND AMENDMENT TO TRADE SERVICE AGREEMENT

This Second Amendment ("Second Amendment") to the trade service agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc., ("Service Provider"). This Second Amendment amends the Agreement entered into on July 1, 2021, by City and Service Provider. The Agreement previously has been amended on September 15, 2022, by a First Amendment.

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Agreement is amended to "June 30, 2025"

2. The Agreement Amount in Section 6 of the Agreement is hereby amended to "$561,000."

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

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

MARIPOSA LANDSCAPES, INC.

Terry Noriega, President Date

Antonio Valenzuela, Secretary[3] 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.

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.

THIRD AMENDMENT TO TRADE SERVICE AGREEMENT

This Third Amendment ("Third Amendment") to the trade service agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc., ("Service Provider"). This Third Amendment amends the Agreement entered into on July 1, 2021, by City and Service Provider. The Agreement previously has been amended on December 01, 2021 by a First Amendment, on September 15, 2022, by a Second Amendment.

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Agreement is amended to "June 30, 2025."

2. The amount in Section 6 of the Agreement is hereby amended to "$1,249,000."

3. A Section 42 is added to the Agreement. The terms for this Section 42 shall read as follows:

> Iran Contracting Act. In accordance with the Iran Contract Act of 2010 (Public Contract Code section 2200-2208) CITY requires that an SERVICE PROVIDER that submits a proposal or otherwise proposes to enter into or renew a contract with CITY with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the SERVICE PROVIDER 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 SERVICE PROVIDER is ineligible to enter into any contract with CITY for goods or services of one million dollars ($1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER 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."

4. The "Iran Contract Act Certification" is attached hereto and incorporated herein by this reference into the Agreement as the Iran Contract Act Exhibit.

5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

MARIPOSA LANDSCAPES, INC.

Terry Noriega, President Date

Antonio Valenzuela, Secretary[3] 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.

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.

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/entityidentified 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 engagedin 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 institutionengaged 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 _____

SECOND AMENDMENT TO TRADE SERVICE AGREEMENT

This Second Amendment ("Second Amendment") to the Trade Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc., ("Service Provider"). This Second Amendment amends the Agreement entered into on July 01, 2021, by City and Service Provider. The Agreement previously has been amended on September 15, 2022.

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Agreement is amended to "June 30, 2025."

2. The Agreement Amount in Section 6 of the Agreement is hereby amended to "$714,000."

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

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

MARIPOSA LANDSCAPES, INC.

Terry Noriega, President Date

Antonio Valenzuela, Secretary[3] Date

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always require Date

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.

SECOND AMENDMENT TO TRADE SERVICE AGREEMENT

This Second Amendment ("Second Amendment") to the trade service agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc., ("Service Provider"). This Second Amendment amends the Agreement entered into on September 12, 2022, by City and Service Provider. The Agreement previously has been amended on August 28, 2023, by a First Amendment.

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Agreement is amended to "June 30, 2025."

2. The amount in Section 6 of the Agreement is hereby amended to "$1,036,880."

3. A Section 42 is added to the Agreement. The terms for this Section 42 shall read as follows:

Iran Contracting Act. In accordance with the Iran Contract Act of 2010 (Public Contract Code section 2200-2208) CITY requires that an SERVICE PROVIDER that submits a proposal or otherwise proposes to enter into or renew a contract with CITY with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the SERVICE PROVIDER 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 SERVICE PROVIDER is ineligible to enter into any contract with CITY for goods or services of one million dollars ($1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER 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."

4. The "Iran Contract Act Certification" is attached hereto and incorporated herein by this reference into the Agreement as the Iran Contract Act Exhibit.

5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

MARIPOSA LANDSCAPES, INC.

Terry Noriega, President Date

Antonio Valenzuela, Secretary [3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must 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.

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/entityidentified 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 engagedin 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 institutionengaged 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 _____

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Weekly Lawn Mowing Services at City Parks located within Region 1

(4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 1 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $475,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: **Luis Valenzuela**

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Mariposa Landscapes, Inc
Attn: **Luis Valenzuela**
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

luisv@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 K10(1)
DATE

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

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

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

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

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

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

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

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

6-29-21

☒ John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ Daniel Willhite, Purchasing Manager

☐ , Buyer

MARIPOSA LANDSCAPES, INC.

05/14/2021

Terry Noriega, President[2] Date

05/14/2021

Antonio Valenzuela, Secretary Date

ATTEST:

R. Chaparro 6/29/21

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

APPROVED AS TO FORM:

for 5/26/21

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

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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

Workforce

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

Materials

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

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

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

Notice of Defect

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

Interference

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

Work Schedule

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

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

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass,

groundcover or other landscape items that are lost or damaged due to negligence in lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization
All fertilization will be the responsibility of the City.

D. Soil Aerification
All aerification will be the responsibility of the City.

E. Thatch Removal
All thatch removal shall be the responsibility of the City.

F. Pesticide Application
All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program
Not applicable.

H. Weed Control
All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement
All weed abatement shall be the responsibility of the City.

J. Vertebrate Control
All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers
All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf
Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance
All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage
All storm damage shall be the responsibility of the City.

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

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

T. Response and Inquiries
Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties
Not applicable.

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

GENERAL REQUIREMENTS

Supervision

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

Staffing

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

Employee Conduct

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

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.

6. Smoke in any park.
7. Take extended breaks while at City facilities

Employee Removal

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

Employee Appearance and Identification

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

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

Quality Control Program

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

Employment Practices

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

Property Damages

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

Quantity

Not applicable.

Labor Strike

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

Invoicing

Each monthly invoice shall include the following:

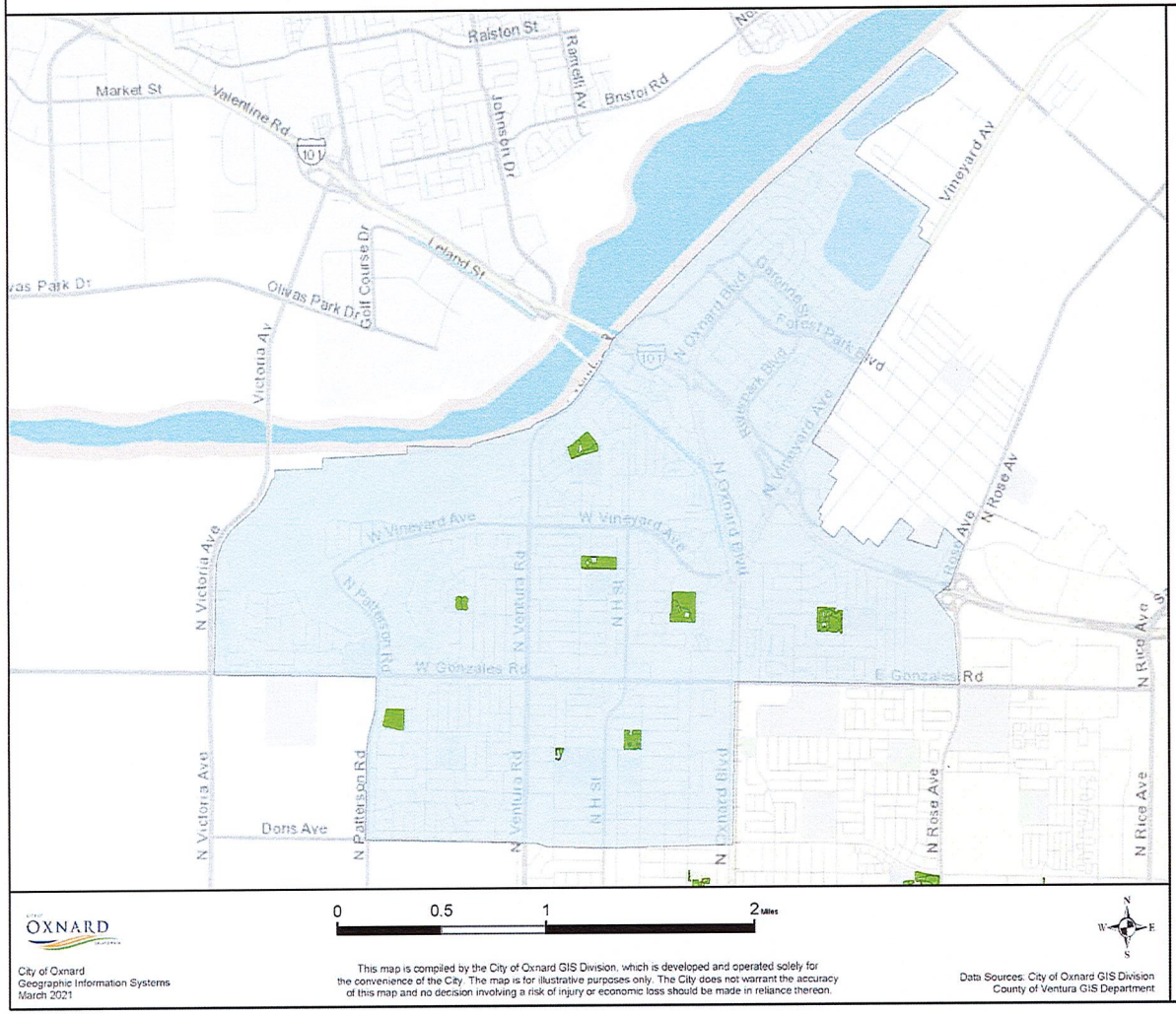
- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 1

	Monthly Cost
Region 1	**$11,969.00**
Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

GENERAL SERVICES PARK TURF MAINTENANCE REGION 1



OXNARD

City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF
~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS
PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KCHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 1 (37.34 Turf Acres)

INSURANCE EXHIBIT
Exhibit INS-D

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

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

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

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

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

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

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

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

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

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

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

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

administration and defense expenses.

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

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

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

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:____
Address: _____
_____
Telephone: (___) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

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

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

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

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

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

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

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

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

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

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

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

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

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

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

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

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

Agreement No. A-8339

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 15 day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on July 1, 2021, by City and Vendor.

City and Vendor agree as follows:

1. Section 3 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks located within Region 1."

2. Section 4 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks Located in Region 1 of Location Map which is attached hereto and incorporated herein"

3. The reference to the Rates and Cost Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Rates and Cost Exhibit- September 2022. The Rates and Cost Exhibit is hereby disincorporated; instead, the Rates and Cost Exhibit- September 2022 is attached hereto and incorporated herein by this reference.

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

Sep 15, 2022

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

ATTEST:

N/A

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

APPROVED AS TO FORM:

for 9/15/2022

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

MARIPOSA LANDSCAPES, INC.

09/12/2022

Terry Noriega, President[2] Date

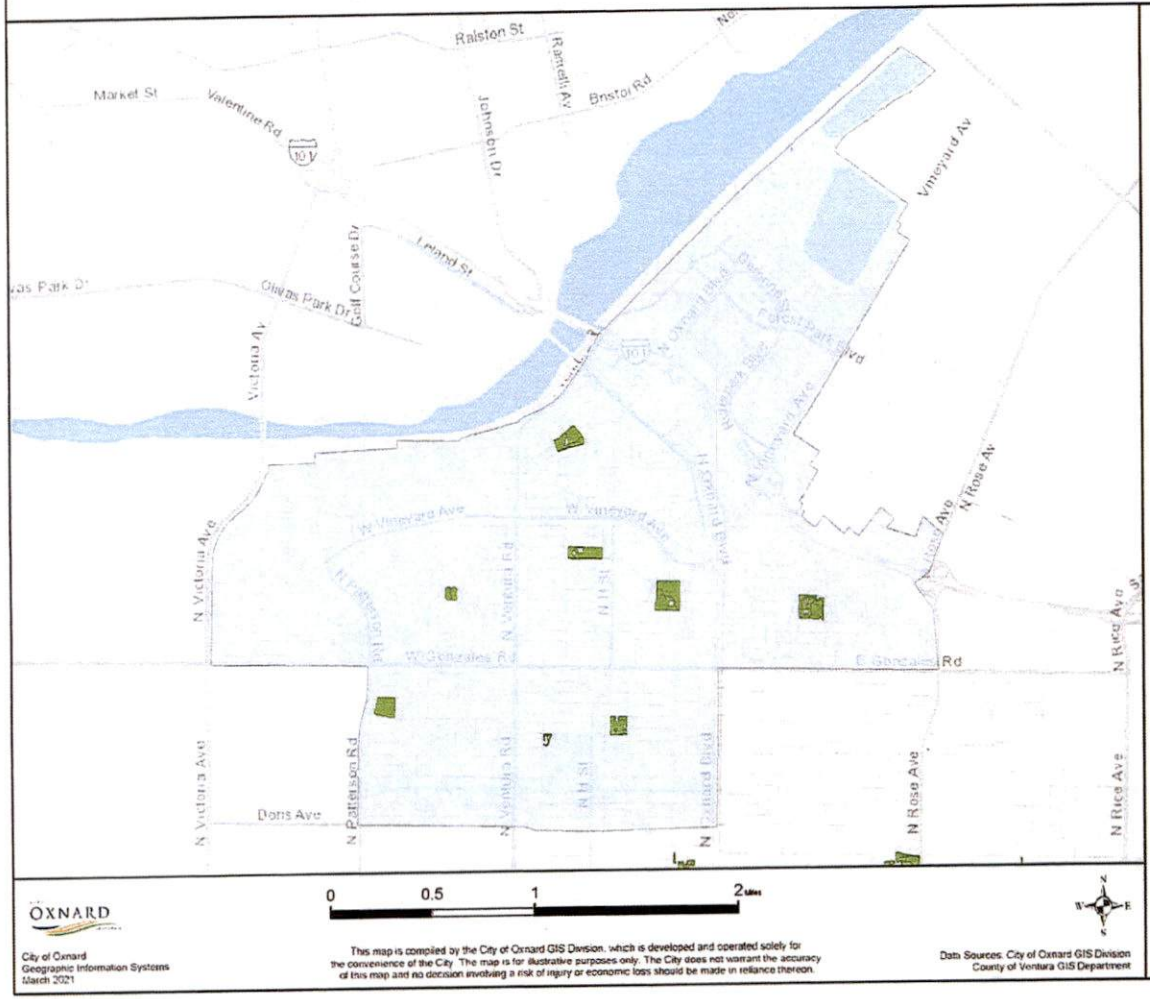
09/12/2022

Antionio Valenzuela, Secretary Date

1

2

GENERAL SERVICES PARK TURF MAINTENANCE REGION 1



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 1 (37.34 Turf Acres)

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 1

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Cabrillo Park	Weekly	$ 1,691.00	Every Other Week	$1,334.30	Every Three weeks	$ 989.09	Monthly	$ 861.49
Connelly Park	Weekly	$ 603.00	Every Other Week	$ 475.80	Every Three weeks	$ 352.70	Monthly	$ 307.20
Eastwood Park	Weekly	$ 1,234.00	Every Other Week	$ 973.70	Every Three weeks	$ 721.78	Monthly	$ 628.67
Fremont Tot Park	Weekly	$ 142.00	Every Other Week	$ 112.05	Every Three weeks	$ 83.06	Monthly	$ 72.34
Orchard Park	Weekly	$ 2,955.00	Every Other Week	$2,331.67	Every Three weeks	$1,728.42	Monthly	$1,505.44
Rio Lindo Park	Weekly	$ 2,064.00	Every Other Week	$1,628.62	Every Three weeks	$1,207.26	Monthly	$1,051.51
Sierra Linda Park	Weekly	$ 1,626.00	Every Other Week	$1,283.01	Every Three weeks	$ 951.07	Monthly	$ 828.37
South Bank Park	Weekly	$ 1,654.00	Every Other Week	$1,305.11	Every Three weeks	$ 967.45	Monthly	$ 842.64

Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

CITY CLERK OXNARD
SEP 19 '22 PM5:11

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Weekly Lawn Mowing Services at City Parks located within Region 2

(4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 2 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $430,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: **Luis Valenzuela**

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are <u>not</u> incorporated and are <u>not</u> required.

(11) Addresses for Notice:

FOR VENDOR:

Mariposa Landscapes, Inc
Attn: **Luis Valenzuela**
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

luisv@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 K10(2)
DATE

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

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

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

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

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

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

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

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

6-29-21

☒ John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ Daniel Willhite, Purchasing Manager

☐ , Buyer

MARIPOSA LANDSCAPES, INC.

05/14/2021

Terry Noriega, President[2] Date

05/14/2021

Antonio Valenzuela, Secretary Date

ATTEST:

6/29/21

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

APPROVED AS TO FORM:

for 5/26/21

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

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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

Workforce

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

Materials

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

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

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

Notice of Defect

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

Interference

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

Work Schedule

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

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

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass,

groundcover or other landscape items that are lost or damaged due to negligence in lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization
All fertilization will be the responsibility of the City.

D. Soil Aerification
All aerification will be the responsibility of the City.

E. Thatch Removal
All thatch removal shall be the responsibility of the City.

F. Pesticide Application
All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program
Not applicable.

H. Weed Control
All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement
All weed abatement shall be the responsibility of the City.

J. Vertebrate Control
All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers
All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf
Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance
All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage
All storm damage shall be the responsibility of the City.

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

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

T. Response and Inquiries
Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties
Not applicable.

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

GENERAL REQUIREMENTS

Supervision

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

Staffing

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

Employee Conduct

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

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.

6. Smoke in any park.
7. Take extended breaks while at City facilities

Employee Removal

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

Employee Appearance and Identification

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

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

Quality Control Program

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

Employment Practices

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

Property Damages

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

Quantity

Not applicable.

Labor Strike

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

Invoicing

Each monthly invoice shall include the following:

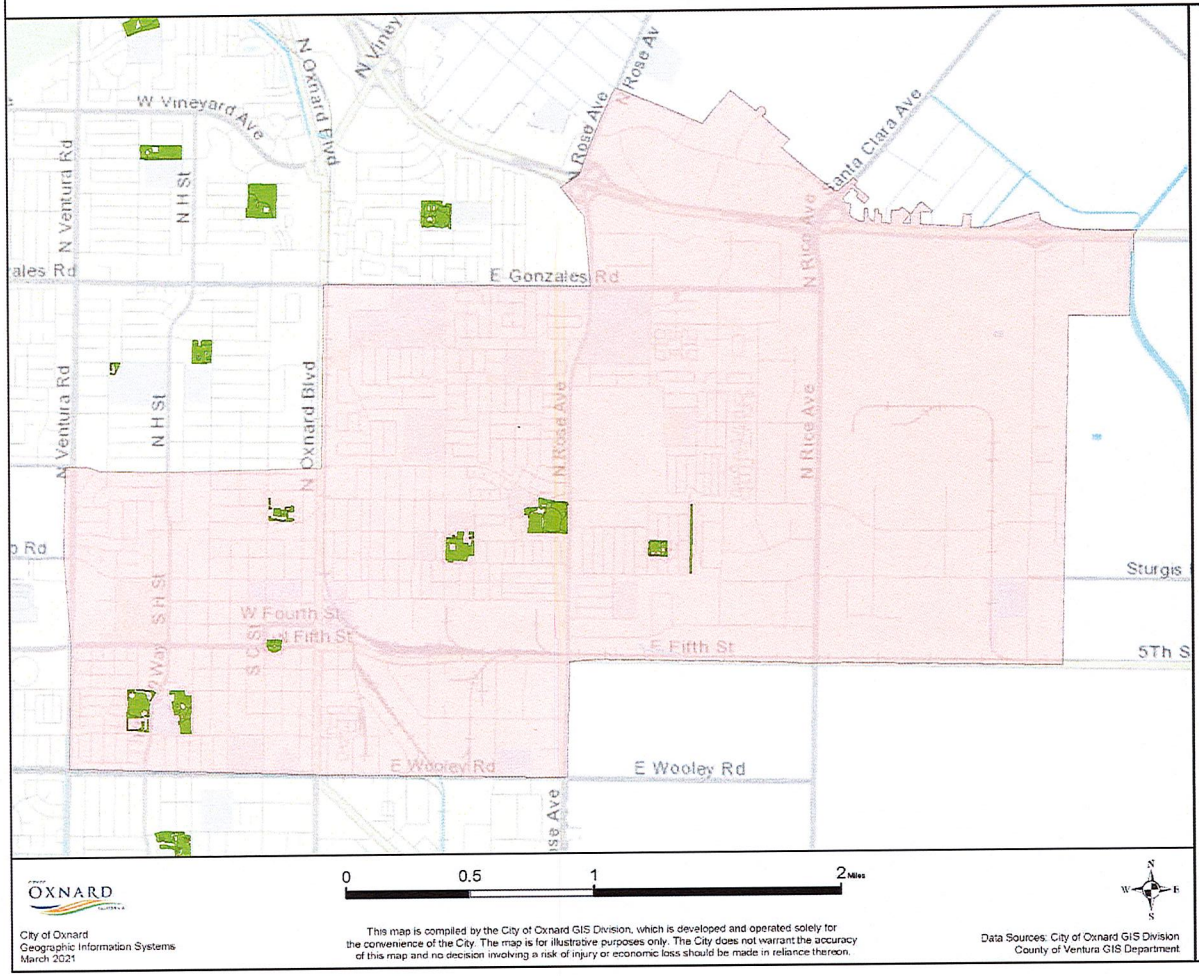
- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 2

	Monthly Cost
Region 2	**$10,823.00**
Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

GENERAL SERVICES PARK TURF MAINTENANCE REGION 2



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 2 (33.51 Turf Acres)

INSURANCE EXHIBIT
Exhibit INS-D

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

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

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

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

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

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

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

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

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

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

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

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

administration and defense expenses.

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

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY n) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:____
Address: _____
_____
Telephone: (___) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18

INS-D.doc

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

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

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18

INS-D.doc

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

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

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

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

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

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

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

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

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

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

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

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

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

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

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

Agreement No. A-8340

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 15 day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on July 1, 2021, by City and Vendor.

City and Vendor agree as follows:

1. Section 3 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks located within Region 2."

2. Section 4 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks Located in Region 2 of Location Map which is attached hereto and incorporated herein"

3. The reference to the Rates and Cost Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Rates and Cost Exhibit- September 2022. The Rates and Cost Exhibit is hereby disincorporated; instead, the Rates and Cost Exhibit- September 2022 is attached hereto and incorporated herein by this reference.

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

Sep 15, 2022

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

ATTEST:

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

APPROVED AS TO FORM:

_____ 9/15/2022
Stephen M. Fischer, City Attorney (always required) Date

MARIPOSA LANDSCAPES, INC.

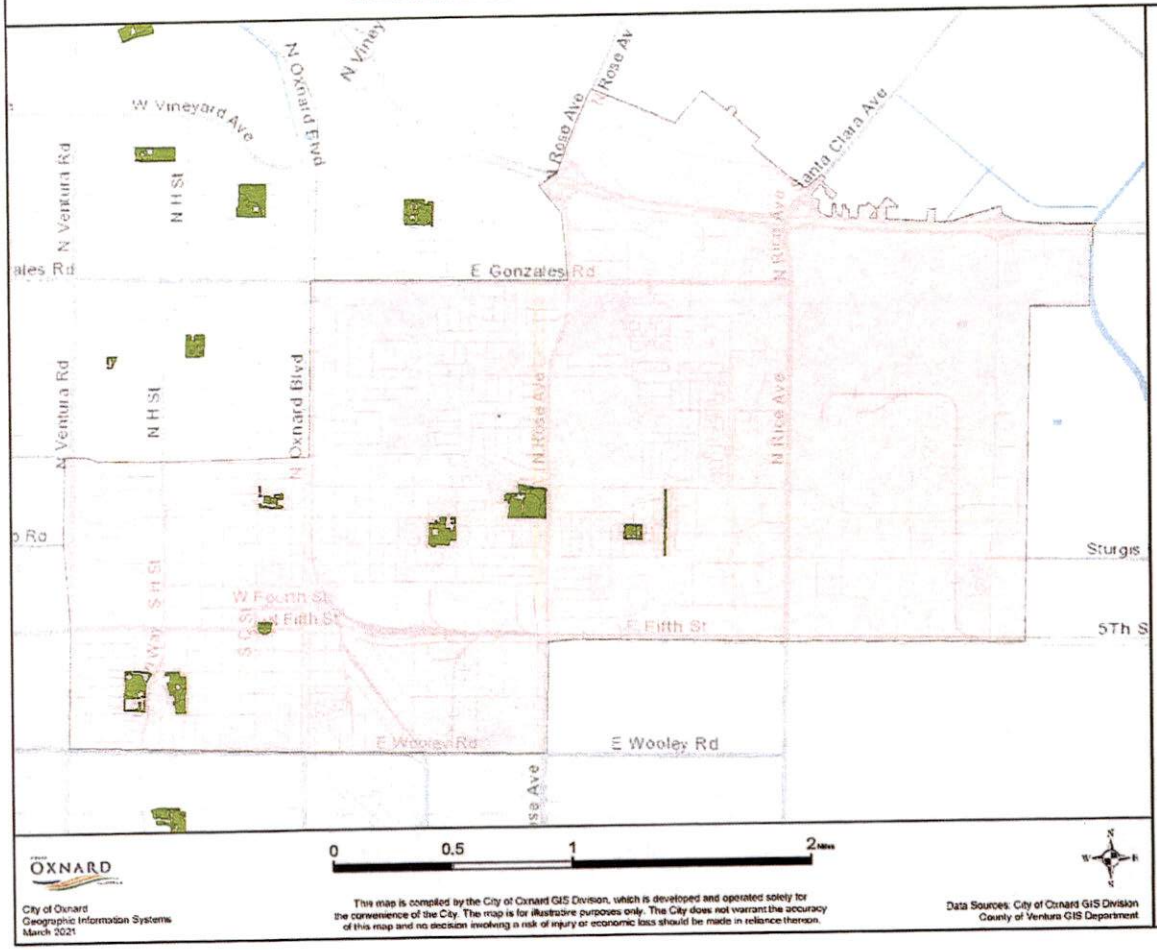
_____ 9/12/2022
Terry Noriega, President[2] Date

_____ 9/12/2022
Antionio Valenzuela, Secretary Date

1

2

GENERAL SERVICES PARK TURF MAINTENANCE REGION 2



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 2 (33.51 Turf Acres)

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 2

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Colonia Park	Weekly	$ 1,764.00	Every Other Week	$ 1,391.90	Every Three weeks	$ 1,031.79	Monthly	$ 898.68
Community Center Park East	Weekly	$ 1,778.00	Every Other Week	$ 1,402.95	Every Three weeks	$ 1,039.98	Monthly	$ 905.81
Community Center West Park	Weekly	$ 1,773.00	Every Other Week	$ 1,399.00	Every Three weeks	$ 1,037.05	Monthly	$ 903.26
Del Sol (East Park and Stadium)	Weekly	$ 3,581.00	Every Other Week	$ 2,825.63	Every Three weeks	$ 2,094.57	Monthly	$ 1,824.36
Kohala Park	Weekly	$ 328.00	Every Other Week	$ 258.81	Every Three weeks	$ 191.85	Monthly	$ 167.10
Plaza Park	Weekly	$ 448.00	Every Other Week	$ 353.50	Every Three weeks	$ 262.04	Monthly	$ 228.24
Thompson Park	Weekly	$ 685.00	Every Other Week	$ 540.51	Every Three weeks	$ 400.67	Monthly	$ 348.98
Wilson Park	Weekly	$ 466.00	Every Other Week	$ 367.70	Every Three weeks	$ 272.57	Monthly	$ 237.41

Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

CITY CLERK OXNARD
SEP 19 '22 PM5:12

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Weekly Lawn Mowing Services at City Parks located within Region 3

(4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 3 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $950,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Luis Valenzuela

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

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

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

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

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

(11) Addresses for Notice:

FOR VENDOR:

Mariposa Landscapes, Inc
Attn: Luis Valenzuela
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

luisv@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 K10(3)
DATE

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

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

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

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

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

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

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

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

6-29-21

☒ John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ Daniel Willhite, Purchasing Manager

☐ , Buyer

ATTEST:

6/29/21

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

APPROVED AS TO FORM:

5/26/21

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

MARIPOSA LANDSCAPES, INC.

05/14/2021

Terry Noriega, President[2] Date

05/14/2021

Antonio Valenzuela, Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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

Workforce

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

Materials

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

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

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

Notice of Defect

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

Interference

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

Work Schedule

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

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

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass,

groundcover or other landscape items that are lost or damaged due to negligence in lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization
All fertilization will be the responsibility of the City.

D. Soil Aerification
All aerification will be the responsibility of the City.

E. Thatch Removal
All thatch removal shall be the responsibility of the City.

F. Pesticide Application
All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program
Not applicable.

H. Weed Control
All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement
All weed abatement shall be the responsibility of the City.

J. Vertebrate Control
All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers
All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf
Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance
All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage
All storm damage shall be the responsibility of the City.

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

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

T. Response and Inquiries
Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties
Not applicable.

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

GENERAL REQUIREMENTS

Supervision

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

Staffing

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

Employee Conduct

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

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.

6. Smoke in any park.
7. Take extended breaks while at City facilities

Employee Removal

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

Employee Appearance and Identification

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

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

Quality Control Program

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

Employment Practices

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

Property Damages

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

Quantity

Not applicable.

Labor Strike

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

Invoicing

Each monthly invoice shall include the following:

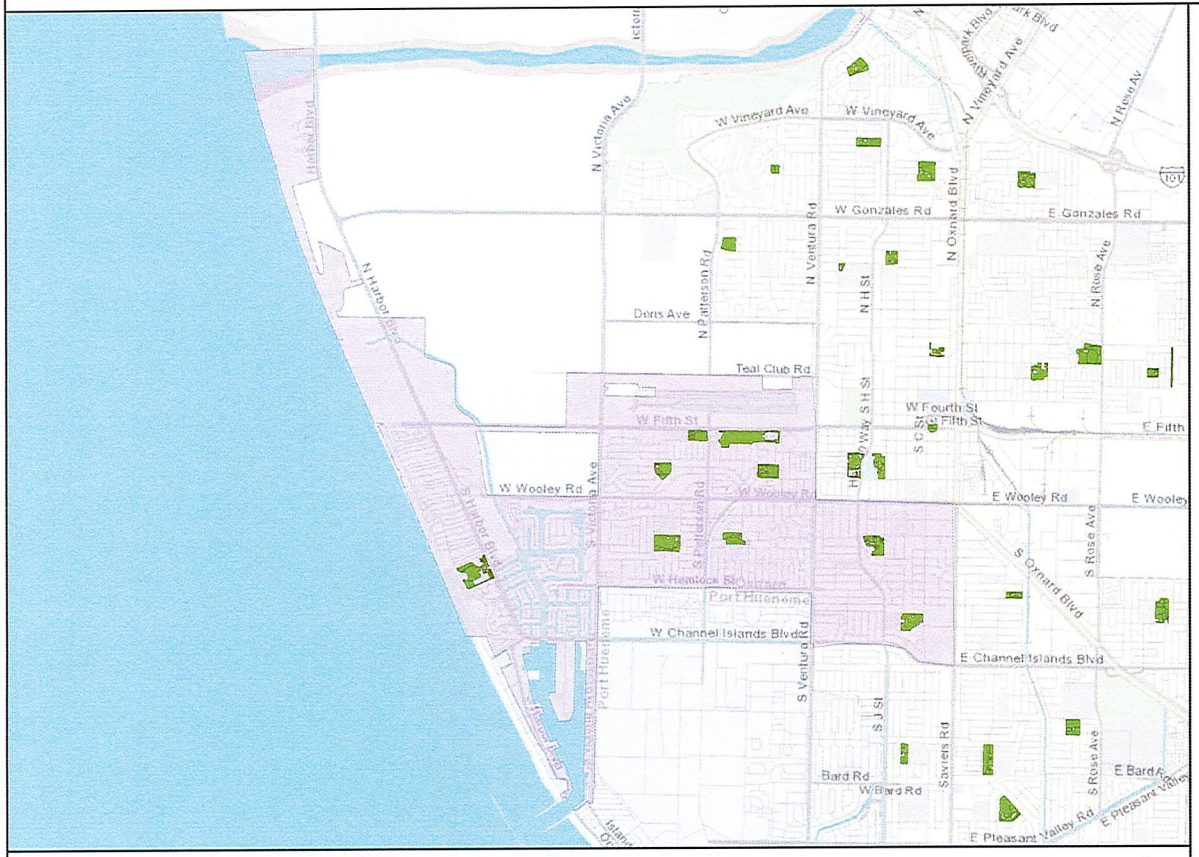
- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 3

	Monthly Cost
Region 3	**$24,107.00**
Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

GENERAL SERVICES PARK TURF MAINTENANCE REGION 3



CITYWIDE GENERAL SERVICES
MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF
~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS
PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 3 (77.12 Turf Acres)

City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

INSURANCE EXHIBIT
Exhibit INS-D

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

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

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

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

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

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

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

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

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

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

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

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

administration and defense expenses.

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

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY m) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

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

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

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:____
Address: _____
_____
_____
Telephone: (___) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

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

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

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

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

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

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

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

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

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

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

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

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

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

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

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

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination

Agreement No. A-8341

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of December, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor").

City and Vendor agree as follows:

1. The reference to the Rates and Cost Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Rates and Cost as of November 20, 2021 Exhibit attached hereto and incorporated herein by this reference.

2. In Section Scope of Services Exhibit, Scope of Work Section is hereby amended to include:

"Bi-weekly Landscape Maintenance Services at MAD-4 mow areas"

3. The reference to the Region 3 Work Detail maps Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to include the attached page identified as MAD-4 Mow Areas.

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

Daniel Willhite — Dec 1, 2021

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☑ Daniel Willhite, Purchasing Manager
☐ ,Buyer

ATTEST:

N/A

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

APPROVED AS TO FORM:

11-21-22

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

Mariposa Landscape, Inc.

11-18-2021

Terry Noriega, President[2] Date

Nov 17, 2021

Antonio Valenzuela, Secretary Date

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

[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.

"RATES AND COSTS EXHIBIT-AS OF NOVEMBER 20, 2021"

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 3 and bi-weekly services at the MAD-4 mow areas.

	Monthly Cost
Region 3	**$25,190.60**
Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

MAD-4 MOW AREAS



CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Mow Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

Agreement No. A-8341

SECOND AMENDMENT TO TRADE SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 15 day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on July 1, 2021, by City and Vendor. The Agreement previously has been amended on December 1, 2021, by a First Amendment.

City and Vendor agree as follows:

1. Section 3 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks located within Region 3."

2. Section 4 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks Located in Region 3 of Location Map which is attached hereto and incorporated herein"

3. The reference to the Rates and Cost Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Rates and Cost Exhibit- September 2022. The Rates and Cost Exhibit and Rates and Cost Exhibit as of November 20, 2021 incorporated in the First Amendment are hereby disincorporated; instead, the Rates and Cost Exhibit- September 2022 is attached hereto and incorporated herein by this reference.

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

Sep 15, 2022

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

ATTEST:

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

APPROVED AS TO FORM:

for 9/15/2022
Stephen M. Fischer, City Attorney (always required) Date

MARIPOSA LANDSCAPES, INC.

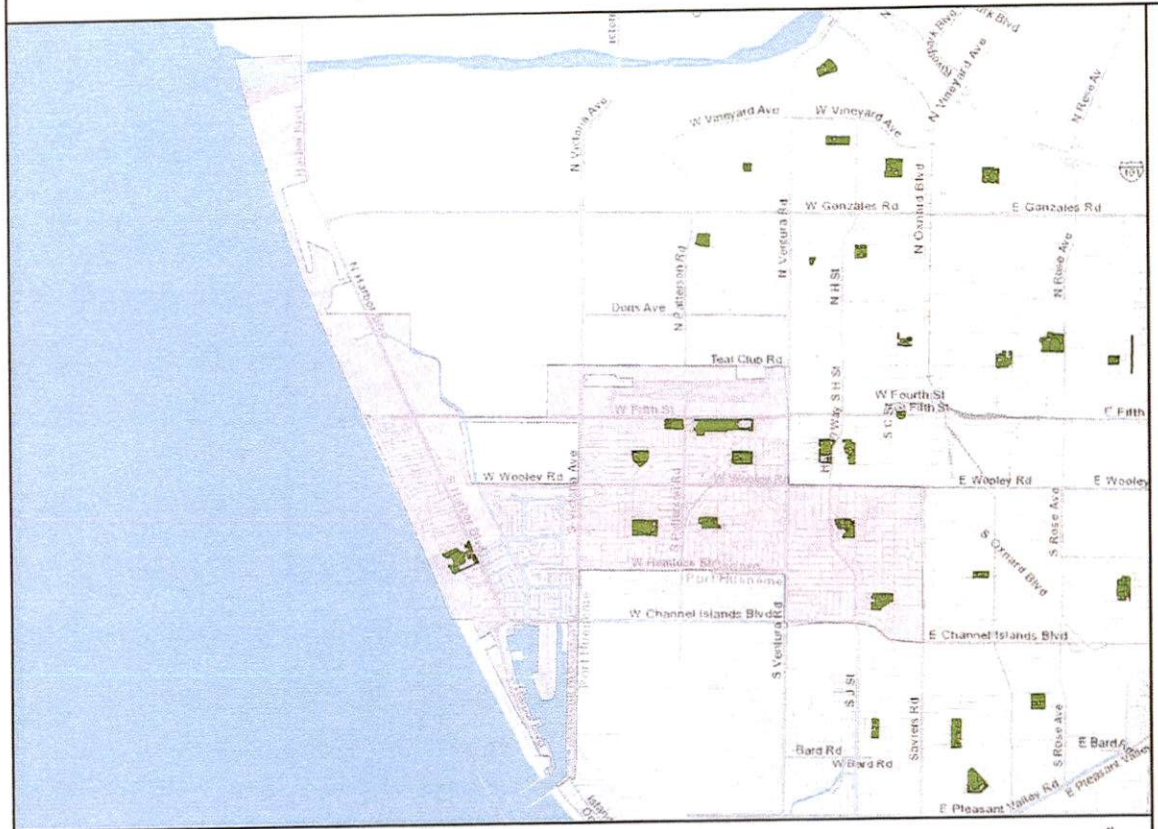
9/12/2022
Terry Noriega, President[2] Date

09/12/2022
Antionio Valenzuela, Secretary Date

1

2

GENERAL SERVICES PARK TURF MAINTENANCE REGION 3



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 3 (77.12 Turf Acres)

City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 3

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Beck Park	Weekly	$ 2,358.00	Every Other Week	$ 1,860.61	Every Three weeks	$ 1,379.23	Monthly	$ 1,201.29
Durley Park	Weekly	$ 2,122.00	Every Other Week	$ 1,674.39	Every Three weeks	$ 1,241.19	Monthly	$ 1,081.06
Marina West	Weekly	$ 1,838.00	Every Other Week	$ 1,450.29	Every Three weeks	$ 1,075.07	Monthly	$ 936.38
Oxnard Beach Park	Weekly	$ 3,212.00	Every Other Week	$ 2,534.46	Every Three weeks	$ 1,878.74	Monthly	$ 1,636.37
Sea Air Park	Weekly	$ 2,342.00	Every Other Week	$ 1,847.98	Every Three weeks	$ 1,369.87	Monthly	$ 1,193.14
Seaview Park	Weekly	$ 1,734.00	Every Other Week	$ 1,368.23	Every Three weeks	$ 1,014.24	Monthly	$ 883.39
Southwest Community Park	Weekly	$ 5,231.00	Every Other Week	$ 4,127.58	Every Three weeks	$ 3,059.68	Monthly	$ 2,664.96
Southwest Community Park Ext	Weekly	$ 1,654.00	Every Other Week	$ 1,305.11	Every Three weeks	$ 967.45	Monthly	$ 842.64
Via Marina Park	Weekly	$ 3,616.00	Every Other Week	$ 2,853.24	Every Three weeks	$ 2,115.05	Monthly	$ 1,842.19

Added Areas Near Oxnard Beach Park	Bi-Weekly	$ 1,083.00	Every Other Week	$ 1,083.00	Every Three weeks	$ 855.57	Monthly	$ 633.56

Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

CITY CLERK OXNARD
SEP 19 '22 PM5:12

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Weekly Lawn Mowing Services at City Parks located within Region 4

(4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 4 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $550,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: **Luis Valenzuela**

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

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

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

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

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

(11) Addresses for Notice:

FOR VENDOR:

Mariposa Landscapes, Inc
Attn: **Luis Valenzuela**
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

luisv@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 K10(4)
DATE

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

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

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

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

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

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

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

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

6-29-21

☒ John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ Daniel Willhite, Purchasing Manager

☐ , Buyer

MARIPOSA LANDSCAPES, INC.

05/14/2021

Terry Noriega, President[2] Date

05/14/2021

Antonio Valenzuela, Secretary Date

ATTEST:

6/29/21

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

APPROVED AS TO FORM:

5/26/21

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

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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

Workforce

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

Materials

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

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

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

Notice of Defect

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

Interference

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

Work Schedule

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

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

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass,

groundcover or other landscape items that are lost or damaged due to negligence in lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization
All fertilization will be the responsibility of the City.

D. Soil Aerification
All aerification will be the responsibility of the City.

E. Thatch Removal
All thatch removal shall be the responsibility of the City.

F. Pesticide Application
All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program
Not applicable.

H. Weed Control
All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement
All weed abatement shall be the responsibility of the City.

J. Vertebrate Control
All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers
All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf
Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance
All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage
All storm damage shall be the responsibility of the City.

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

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

T. Response and Inquiries
Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties
Not applicable.

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

GENERAL REQUIREMENTS

Supervision

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

Staffing

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

Employee Conduct

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

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.

6. Smoke in any park.
7. Take extended breaks while at City facilities

Employee Removal

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

Employee Appearance and Identification

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

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

Quality Control Program

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

Employment Practices

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

Property Damages

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

Quantity

Not applicable.

Labor Strike

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

Invoicing

Each monthly invoice shall include the following:

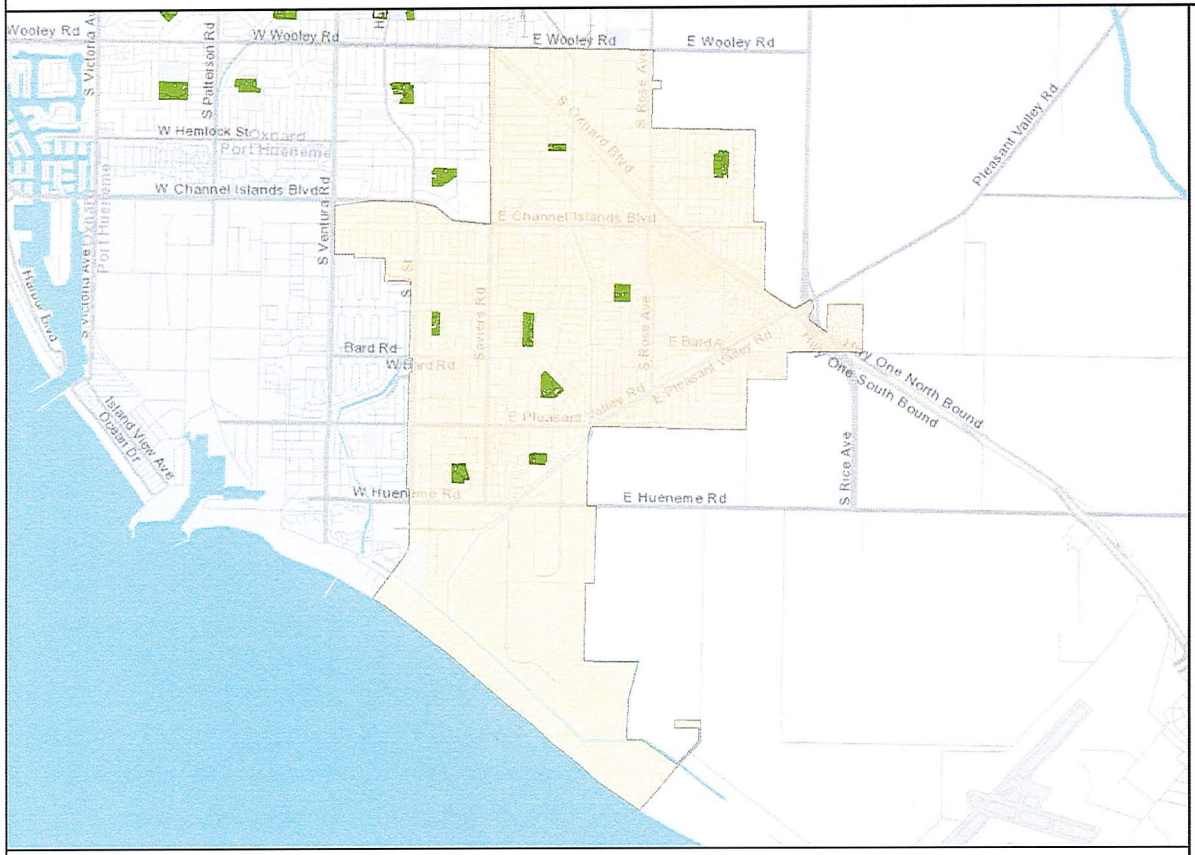
- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 4

	Monthly Cost
Region 4	**$13,938.00**
Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

GENERAL SERVICES PARK TURF MAINTENANCE REGION 4



OXNARD

City of Oxnard
Geographic Information Systems
March 2021

0 0.5 1 2 3 Miles

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 4 (43.97 Turf Acres)

INSURANCE EXHIBIT
Exhibit INS-D

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

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

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

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

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

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

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

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

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

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

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

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

administration and defense expenses.

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

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

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

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:____
Address: _____
_____
Telephone: (___) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

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

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

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

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

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

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

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

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

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

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

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

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

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

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

Agreement No. A-8342

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 15 day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on July 1, 2021, by City and Vendor.

City and Vendor agree as follows:

1. Section 3 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks located within Region 4."

2. Section 4 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks Located in Region 4 of Location Map which is attached hereto and incorporated herein"

3. The reference to the Rates and Cost Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Rates and Cost Exhibit- September 2022. The Rates and Cost Exhibit is hereby disincorporated; instead, the Rates and Cost Exhibit- September 2022 is attached hereto and incorporated herein by this reference.

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

Sep 15, 2022

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

ATTEST:

N/A

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

APPROVED AS TO FORM:

9/15/2022

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

MARIPOSA LANDSCAPES, INC.

09/12/2022

Terry Noriega, President[2] Date

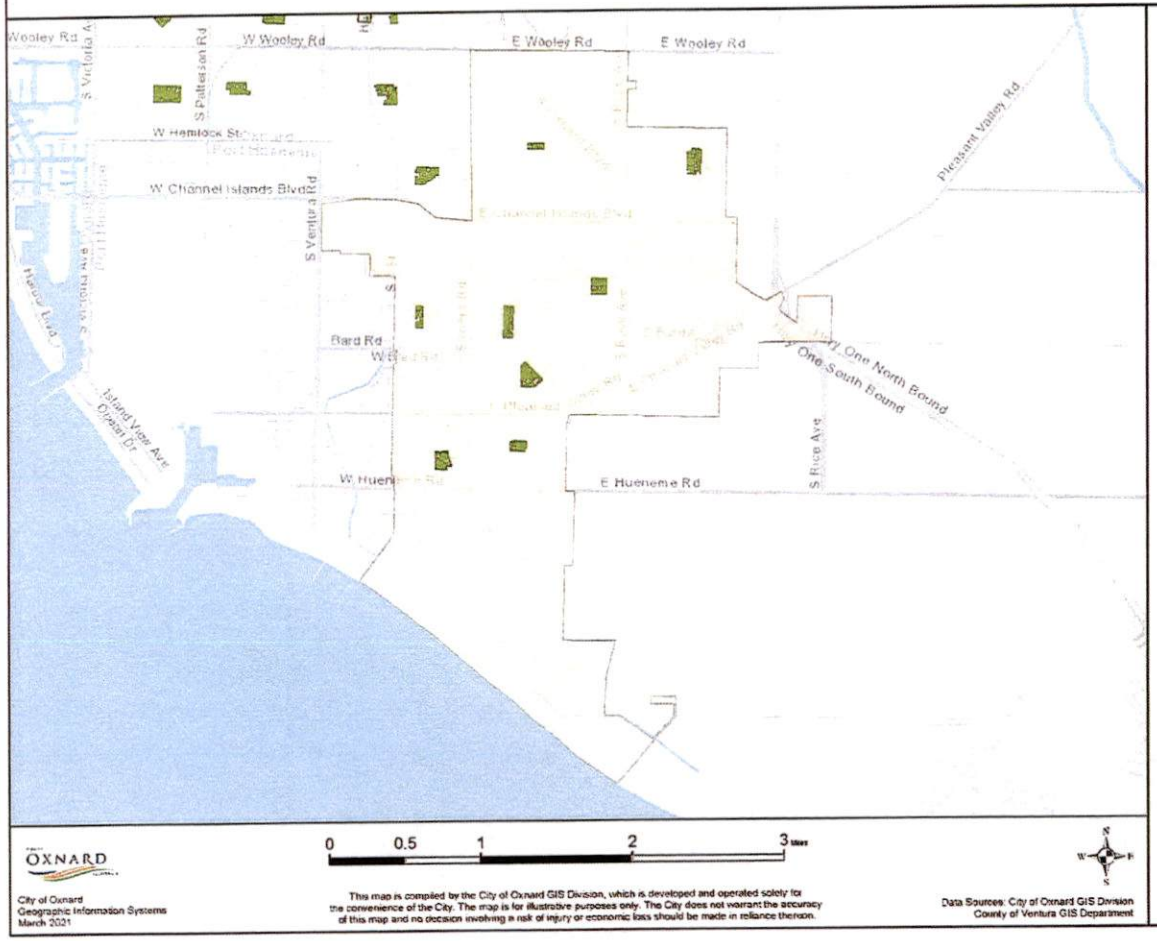
09/12/2022

Antionio Valenzuela, Secretary Date

1

2

GENERAL SERVICES PARK TURF MAINTENANCE REGION 4



OXNARD

City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 4 (43.97 Turf Acres)

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 4

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Carty Park	Weekly	$ 1,075.00	Every Other Week	$ 848.24	Every Three weeks	$ 628.78	Monthly	$ 547.66
College Estates Park	Weekly	$ 1,772.00	Every Other Week	$ 1,398.22	Every Three weeks	$1,036.47	Monthly	$ 902.75
Garden City Acres	Weekly	$ 1,253.00	Every Other Week	$ 988.69	Every Three weeks	$ 732.90	Monthly	$ 638.35
Johnson Creek	Weekly	$ 2,427.00	Every Other Week	$ 1,915.05	Every Three weeks	$1,419.58	Monthly	$ 1,236.45
Lathrop Park	Weekly	$ 759.00	Every Other Week	$ 598.90	Every Three weeks	$ 443.95	Monthly	$ 386.68
Lemonwood Park	Weekly	$ 2,090.00	Every Other Week	$ 1,649.14	Every Three weeks	$ 1,222.47	Monthly	$ 1,064.76
Pleasant Valley	Weekly	$ 2,638.00	Every Other Week	$ 2,081.54	Every Three weeks	$ 1,543.00	Monthly	$ 1,343.94
Southwinds Park	Weekly	$ 1,924.00	Every Other Week	$ 1,518.15	Every Three weeks	$ 1,125.37	Monthly	$ 980.19

Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: September 12, 2022

(2) Vendor: Mariposa Landscapes Inc.

(3) Services: Additional maintenance services including litter and debris removal and maintenance of; turf, shrub, vine, groundcover, general site, fertilization, landscape and weed control.

(4) Schedule of Services: See Scope of Services Exhibit

(5) Agreement Ending Date: August 31, 2023 subject to renewal for up to June 30, 2024 upon the written agreement of both parties

(6) Total Agreement Amount: $758,919

(7) City's Project Manager: Kevin Thompson, Parks Manager

(8) Vendor's Project Manager: Dave Widjaja, Estimator

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (c) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(d) and the Prevailing Wage Exhibit are not incorporated and are not required.
☒ Prevailing wages but not living wage, in which case: Section 20(d) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (c) and the Living Wage Policy Exhibit are not incorporated and are not required.
☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:
Mariposa Landscapes Inc
ATTN: Dave Widjaja, Estimator
6232 Santos Diaz St,
Irwindale, CA 91702

FOR CITY:
City of Oxnard
ATTN: Kevin Thompson, Parks Manager
1060 Pacific Ave, Building 3
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:
dave.widjaja@mariposa-ca.com

CITY'S PROJECT MANAGER:
kevin.thompsonpw@oxnard.org

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

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☐ Living Wage Policy Exhibit
☒ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-D)

COUNCIL APPROVED
9/6/22
DATE

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

18. Confidentiality of Information.

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

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

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

and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

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

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

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

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

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

9-6-22

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ Buyer

Mariposa Landscapes Inc.

07/15/2022

Terry Noriega, President, [2] Date

07/15/2022

Antonio Valenzuela, Secretary Date

ATTEST:

R. Chaparro 9/6/22

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

APPROVED AS TO FORM:

7/20/22

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

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

TURF MAINTENANCE

1a. SOIL AERIFICATION

The Contractor shall perform soil aerification for all turf grass areas at designated frequency and timing. Aerification shall be done with a power driven aerifier using shatter or coring tines to a depth no less than four (4) inches and no more than six (6) inches. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement. Before the start of aerification, all irrigation components will be flagged to prevent damage.

1b. FERTILIZATION

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

Fertilization of turf, planter beds or any other maintenance areas should address plant health, diseases and insect issues.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative.

1c. PESTICIDE APPLICATION

The Contractor shall control and eliminate all weeds within the project boundaries. Unless otherwise specified, this shall include 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. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application of pesticides. For follow-up pesticide applications, the contractor is to provide a second service date upon completion of the initial application. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide the name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards.

1d. TURF WEED CONTROL

Contractor shall treat all turf grass areas for broadleaf weeds control at designated frequency and timing. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a pesticide approved by the Project Manager or his or her representative.

1e. TURF RENOVATION

The Contractor shall renovate all turf areas in accordance with the designated frequency and timing. Any application schedule must be pre-approved by the Project Manager or his or her representative.

The seeding operation shall consist of a three step process; seedbed preparation, seeding and applying the fertilizer. The last two steps shall be accomplished within 48 hours of starting the seeding operation.

Seedbed Preparation: The areas to be seeded shall be reasonably smooth and shall conform to the original contours or new contours as shown on the plans before actual seedbed preparation begins. 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 line and all loose material raked to the toe and removed.

Seeding: A high quality Bermuda or Kikuyu seed will be used depending on location. 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.

Fertilizing: 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, and pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

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.

SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2a. PRUNING AND EDGING

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

2b. GROUNDCOVER PRUNING

Groundcover shall be pruned at designated frequency and timing. Pruning shall be done in a manner as to maintain separation away from the base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site at contractor's expense.

2c. FERTILIZATION

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

2d. PLANTER BED WEED CONTROL

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. Planter bed weed control shall take place at designated frequency and timing. Any planned application will be notified to city representative at least 7 days prior. All chemical application will be scheduled with city representative and aim to reduce contact with residents and visitors to eliminate any chemical exposure to the public and promote safety.

GENERAL SITE MAINTENANCE

3a. LITTER AND DEBRIS CONTROL

All areas of maintenance responsibility, including sidewalks and gutters adjacent to areas of responsibility, paved and dirt parking lots that are 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. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done at designated frequency and timing. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes curb and gutter areas. Any hazardous materials need to be reported to the city representative promptly.

3b. TRASH CAN SERVICE

The Contractors shall check all trash cans at the designated frequency and timing. Cans that are at least ½ full or more will have their liners replaced. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not need changing, but has fallen to the bottom of the can, the liner will be properly secured. Trash liners are to be replaced regardless of content fullness if it is emitting a foul smell. Contractor shall supply at their cost all trash liners.

Litter and debris that is on the ground and within 10' of a trash can will be picked up and disposed of during the servicing of trash cans.

LANDSCAPE REPLACEMENT

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

RESPONSE AND INQUIRIES

The Contractor shall be required to respond (within 4 business hours) to inquiries and identified deficiencies in service.

TRAFFIC CONTROL

Traffic control is the responsibility of the Contractor rather than of the City. 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 the 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. The City pays for all traffic control permits.

SOFTWARE

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

STAFFING EXPECTATIONS

Contractor will be required to meet minimum staffing expectations based on the service level Proposal on and awarded within the contract. Minimum staffing expectations may only be deviated from through written consent by the Project Manager or his or her representative.

Landscape Maintenance, Fertilization and weed control specification

All pesticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. SDS (Safety Data Sheets) or MSDS (Material Safety Data Sheets) forms and all product labels shall be in the possession of and readily available by the staff performing the application.

WEATHER

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

EXTRA VISITS

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

NUTRIENTS

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

REPORTS

Contractor will be required to check in on the approved City approved work order system (ESRI) 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) *might* be required to keep the City approved work order system app active on device for the duration of time while on site. Contractor will provide a monthly report detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the City approved work order system and feedback provided by the Project Manager or his or her representative. Contractor should provide photographs of any repairs or enhancements made to a location

within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

REFUSE DISPOSAL

Contractor will be required to dispose of all green waste within the Oxnard City limits either through drop *off* at the Del Norte Transfer Station or through a green waste bin at an agreed upon location. The Contractor may be provided a right of use entry to an agreed upon location for storage of such a bin.

RATES AND COSTS EXHIBIT

	Park	Location/Address	Acres	Sq Ft	Service Level A	Service Level B
1	Beck Park	600 W Kamala	7.75	337,611	$ 1,819.00	$ 900.00
2	Cabrillo Park	1600 Ebony Drive	5.19	226,256	$ 966.00	$ 428.00
3	Carty Park	3900 S F Street	3.3	143,883	$ 937.00	$ 477.00
4	College Estate Park	1400 Gary Drive	5.58	243,090	$ 1,558.00	$ 804.00
5	Colonia Park	170 N Juanita Ave	5.42	236,017	$ 1,357.00	$ 670.00
6	Community Center Park East	800 Hobson Way	5.46	237,963	$ 1,702.00	$ 916.00
7	Community Center West Park	801 Hobson Way	5.45	237,304	$ 1,205.00	$ 629.00
8	Connelly Park	2101 Bevra	1.85	80,668	$ 783.00	$ 490.00
9	Del Sol Park	1500 Camino Del Sol	11	479,247	$ 2,383.00	$ 1,131.00
10	Durley Park	800W Hill Street	6.52	284,004	$ 1,434.00	$ 679.00
11	Eastwood Park	1401 N F Street	3.79	165,086	$ 1,636.00	$ 904.00
12	Fremont Tot Park	1130 N M Street	0.44	19,059	$ 320.00	$ 209.00
13	Garden City Acres Park	5302 Cypress Road	3.85	167,730	$ 1,199.00	$ 630.00
14	Johnson Creek Park	501 East Johnson Road	7.46	324,808	$ 1,547.00	$ 790.00
15	Kohala Park	Kohala Street	1.01	43,948	$ 403.00	$ 309.00
16	Lathrop Park	600 E Guava Street	2.33	101,599	$ 808.00	$ 432.00
17	Lemonwood Park	2055 E San Mateo Place	7.43	323,808	$ 1,482.00	$ 718.00
18	Marina West	1300 S Novato Drive	5.65	246,020	$ 1,258.00	$ 611.00
19	Neptune Park	Neptune Square	1.24	43,560	$ 157.00	$ 100.00
20	Orchard Park	2130 Edelweiss Street	9.08	395,507	$ 1,816.00	$ 835.00
21	Oxnard Beach Park	1601 S Harbor Blvd	10.1	439,855	$ 5,834.00	$ 3,634.00
22	Plaza Park	500 S C Street	1.38	59,939	$ 595.00	$ 330.00
23	Pleasant Valley Park	4501 Justin Way	8.11	353,077	$ 1,907.00	$ 977.00
24	Rio Lindo Park	841 Blanca Street	6.34	276,202	$ 2,289.00	$ 1,276.00
25	Sea Air Park	2011 Ninth Street	7.2	313,433	$ 1,844.00	$ 924.00
26	Seaview Park	1001 Offshore Street	5.33	232,122	$ 1,880.00	$ 1,010.00
27	Sierra Linda Park	1040 Indigo Place	5	217,585	$ 1,412.00	$ 718.00
28	South Bank Park	2610 Woodside Place	5.66	246,371	$ 1,233.00	$ 611.00
29	Southwest Community Park	2500 W 5th Street	18.39	801,157	$ 3,845.00	$ 1,801.00
30	Southwest Community Park Ext	2500 W 5th Street	5.08	221,402	$ 714.00	$ 272.00
31	Southwinds Park	455 W Clara Street	5.91	257,499	$ 1,618.00	$ 817.00
32	Thompson Park	201 N Imperial Street	2.1	91,636	$ 731.00	$ 390.00
33	Via Marina Park	3301 Keel Way	11.11	483,916	$ 2,199.00	$ 1,010.00
34	Wilson Park	350 N C Street	1.69	73,573	$ 1,273.00	$ 828.00
			193.2	8,404,935	$ 52,144.00	$ 27,260.00

Additional Services	
Turf Aeration	$ 500.00 / per acre
Spot Seeding	$ 3,406.00 / per acre
4 Man Crew Hourly Rate	$ 196.00 / per hour

Task #	Task	Frequency	Service Level		Quantity	Price
			A	B		
	Turf Maintenance					
1a	Aerate	Bi-Annually	X		195 acres	$ 41,380.00
		Annually		X	195 acres	$ 20,690.00
1f	Spot Seeding	Yearly	X		Cost per acre with min of 15	$ 51,090.00
		As needed		X	Cost per acre	$ 3,406.00
	Ferilization					
1b	Turf	Bi-Annually	X		195 acres	$ 45,290.00
		Yearly		X	195 acres	$ 22,645.00
2c	Shrubs, Ground Cover, Vines	Yearly	X		Within Parks	$ 1,300.00
		As needed		X	Within Parks	$ 650.00
	Loose Litter & Debris Removal					
3a	Loose Litter & Debris Removal	2 Days per week	X		Pick up and dispose of all litter and debris from the entire park 2 days a week. On Monday and Friday	$ 37,583.00
		1 Day per week		X	Pick up and dispose of all	$ 18,792.00
	Trash Can Service					
3b	Trash Can Service	Daily	X		Check all trash can daily	$ 263,076.00
		4 Days per week		X	Check all trash can four	$ 167,088.00
	Weed Control					
1d & 2d	Control and eradication of all weeds within park boundaries to street gutter	Daily	X		Within Parks	$ 123,132.00
		4 Days per week		X	Within Parks	$ 70,361.00
	Pruning					
2a & 2b	Shrubs, Ground Cover, Vines	Monthly	X		Within parks	$ 31,512.00
		Quarterly		X	Within parks	$ 25,200.00

Additional Services		
Turf Aeration	$500.00	per acre
Spot Seeding	$3,406.00	per acre
4 Man Crew Hourly Rate	$196	per hour

The period of performance anticipated for this agreement shall be for one year and 10 months, from September 12th, 2022 through August 31st, 2023 with an option to renew through June 30th, 2024 effective upon signature of an Agreement by both parties, unless terminated earlier. This optional annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements. Updated annual pricing must be submitted to the City in writing, no later than the June 30th preceding the renewal date. Increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on 12-month CPI-U for June. There is no obligation by the City to purchase any specified amount of goods or services during the entirety of the agreement.

INSURANCE EXHIBIT

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

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

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

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

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

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

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

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

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

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

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

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

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

6/22

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

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

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:
NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE
☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:____
Address: _____

Telephone: (___) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 6/22 INS-D.doc

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: (___) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 6/22

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

SCHEDULE OF SERVICES EXHIBIT

DocuSign Envelope ID: BBDFB3B6-C345-4BC8-ACD9-FB8B4E199C88

Agreement No. A-8483

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 28th day of August, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc., ("Vendor"). This First Amendment amends the Agreement entered into on September 12, 2022, by City and Vendor.

City and Vendor agree as follows:

1. The date "August 31, 2023" in Section 5 of the Cover Page of the Agreement is hereby amended to "June 30, 2024." All remaining text in section 5 that follows this date is hereby deleted.

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

DocuSign Envelope ID: BBDFB3B6-C345-4BC8-ACD9-FB8B4E199C88

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

CITY OF OXNARD

Jennifer Yates 8/28/2023

☐John C. Zaragoza, Mayor[1] Date

☒Jennifer Yates, Purchasing Agent[2]

MARIPOSA LANDSCAPES, INC.

DocuSigned by:
Terry Noriega 8/21/2023
45E8D4C7F21F4B8...

Terry Noriega, President Date

DocuSigned by:
Antonio Valenzuela 8/21/2023
C43333EB202E43B...

Antonio Valenzuela, Secretary[3] Date

ATTEST:

N/A

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

APPROVED AS TO FORM:

for 8/24/2023

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

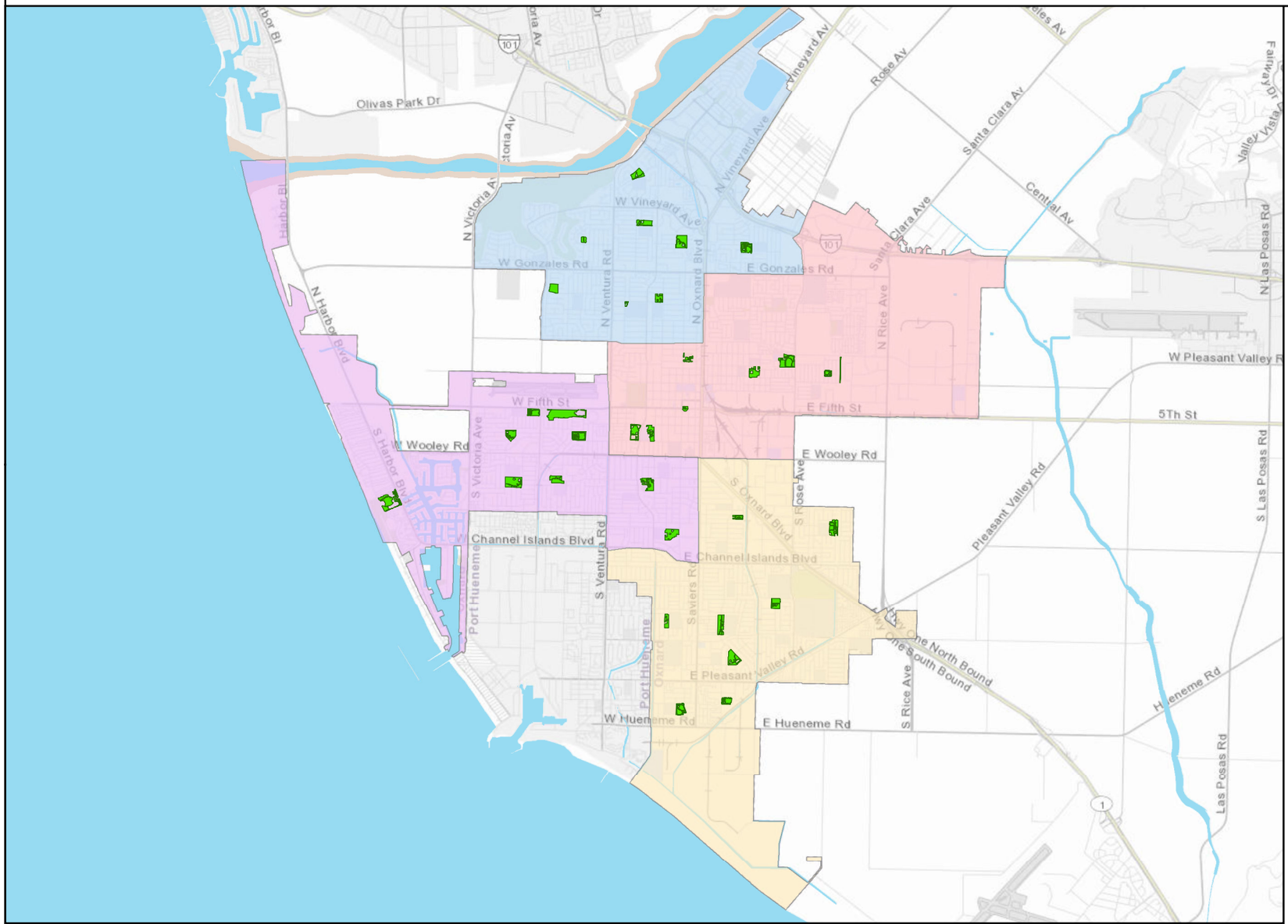
[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[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.

GENERAL SERVICES PARK TURF MAINTENANCE REGIONS



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF

APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas
Region 1 (37.34 Turf Acres)
Region 2 (33.51 Turf Acres)
Region 3 (77.12 Turf Acres)
Region 4 (43.97 Turf Acres)

0 0.5 1 2 3 4 5 6 Miles

N W E S

City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

Amendments to Agreements A-8339, A-8340, A-8341, A-8342, and A-8483 with Mariposa Landscapes, Inc. for Landscape Maintenance Services for Citywide General Fund Parks

Public Works and Transportation Committee, April 23, 2024
City Council, May 21, 2024

Steve Howlett
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

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

1. Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $475,000 to $615,000 in Region 1;
2. Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $430,000 to $561,000 in Region 2;
3. Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $950,000 to $1,249,000 in Region 3;
4. Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $550,000 to $714,000 in Region 4; and
5. Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $758,919 to $1,036,880.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the:

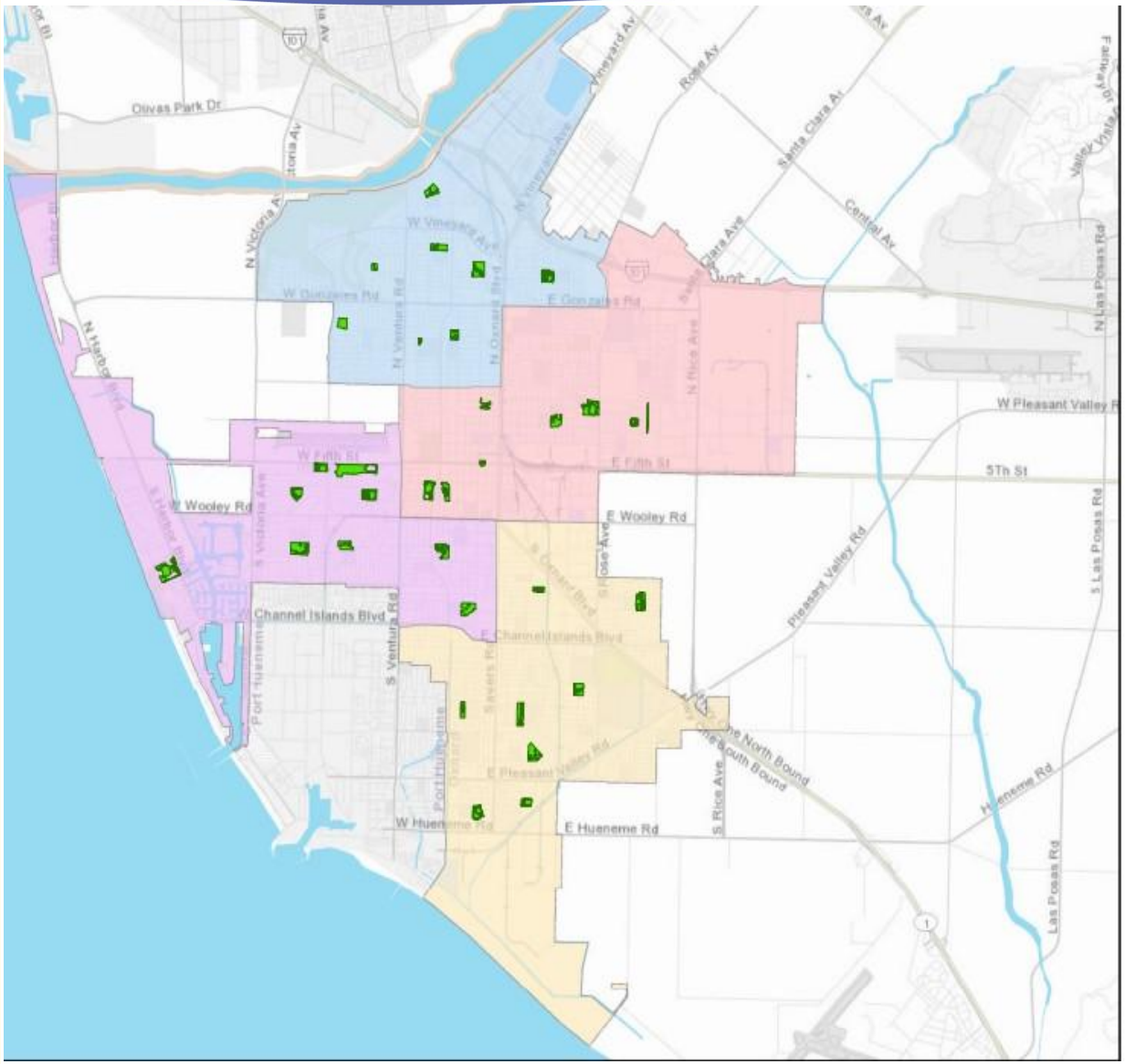
1. Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $475,000 to $615,000 in Region 1;
2. Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $430,000 to $561,000 in Region 2;
3. Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $950,000 to $1,249,000 in Region 3;
4. Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $550,000 to $714,000 in Region 4; and
5. Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $758,919 to $1,036,880.

BACKGROUND

- After the passing of Measure E in November 2020, staff created a plan for restoring the maintenance of the citywide streets, landscapes, and parks. On May 11, 2021, options were presented to the Public Works and Transportation Committee (PWTC) that included weekly mowing of the General Fund parks by landscape contractors. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021.

- To provide equal levels of service, the City was divided into four contract areas consisting of an equal number of parks. On March 25, 2021, the City released a request for bid for weekly mowing of General Fund parks in the four (4) regions of the City. A total of four responsive bids were received.

BACKGROUND



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF

APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

BACKGROUND

- On June 29, 2021, the City Council awarded the Agreements A-8339, A-8340, A-8341, and A-8342 to Mariposa Landscapes, Inc. (Mariposa) as the lowest responsive bidder for each contract area. The total cost for all four Agreements was a not-to-exceed amount of $2,405,000 for the three-year terms ending June 30, 2024.

- In FY 2022-23, funding was requested for additional park maintenance services beyond the weekly mowing. These services included annual fertilization, annual aeration of turf, quarterly pruning of all shrubs and groundcover, monthly weed control that included adjacent sidewalks, weekly removal of loose litter and debris, and trash can service four days per week at each park site.

BACKGROUND

- After the approval of the FY 2022-23 budget, the City released a Request for Bid (RFB) for these additional park maintenance services, which also included the capacity to provide “as needed” landscape services, subject to available funding. Three companies submitted a bid, and on September 6, 2022, the City Council approved Agreement A-8483 with Mariposa Landscapes, Inc. for additional basic landscape services in the General Fund Parks in an amount not to exceed $758,919 for a term ending August 31, 2023.

- On December 1, 2021, the First Amendment to Agreement A-8341 was approved to include the scope of services to maintain the landscapes at the beach parking lot area that was formerly maintained by Maintenance Assessment District 4 (MAD 4). These areas were determined to be an extension of the maintenance for Ololkoy Beach Park. The additional cost for the maintenance of these areas increased the Agreement by $302,278 annually.

BACKGROUND

- On September 15, 2022, the First Amendments to Agreements A-8339, A-8340, A-8342 and the Second Amendment to A-8341 were approved to provide variable mowing frequencies with revised rates and costs to correspond with the mowing schedule of each park. This was in response to many parks not needing weekly mowing and to apply the savings from less mowing to other park maintenance needs. There was no change to the not-to-exceed amounts of the agreements.

- On August 28, 2023, the First Amendment to Agreement A-8483 was approved to amend the term ending date from August 31, 2023 to June 30, 2024.

- Mariposa has satisfactorily maintained the contract areas it has been awarded during the past three years. All five Agreements are due to expire on June 30, 2024. Therefore, staff is requesting an Amendment to each Agreement for a one-year extension that will expire on June 30, 2025. Mariposa has agreed to continue the same monthly service rates that were approved in 2022.

DISCUSSION

1. The Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for the additional one year of service will cost $140,000 for weekly landscape services and the four-year contract total amount not-to-exceed $615,000 in Region 1.

2. The Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for the additional one year of service will cost $131,000 for weekly landscape services and the four-year contract total amount not-to-exceed $561,000 in Region 2.

3. The Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for the additional one year of service will cost $299,000 for weekly landscape services and the four-year contract total amount not-to-exceed $1,249,000 in Region 3.

4. The Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for the additional one year of service will cost $164,000 for weekly landscape services and the four-year contract total amount not-to-exceed $714,000 in Region 4.

5. The Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for the additional one year of service will cost $277,961 for additional basic maintenance services and the four-year contract total amount not-to-exceed $1,036,880 citywide.

DISCUSSION

- During the next fiscal year, staff will be revising the project specifications for each region to include all of the services provided between the current five contracts and then solicit bids for each of the four contract areas. The intention will be to have the new park maintenance agreements for the General Fund parks to begin July 1, 2025.

- Staff recommends amending the existing agreements in lieu of a new bid process this time because the expected result of a bid process are higher costs due to recent inflation and other similar bid processes that have resulted in increases.

- The fact that the contractor has agreed to keep their 2022 rates in place is a benefit to the City.

FINANCIAL IMPACT

The costs for each agreement's one-year extensions for a total increase of $1,011,961 are contained in the proposed Public Works, Parks Operations Budget, General Fund account for Fiscal Year 2024-25 for City Council's consideration.

- The Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $140,000 (Attachment 1)
- The Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $131,000 (Attachment 2)
- The Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $299,000 (Attachment 3)
- The Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $164,000 (Attachment 4)
- The Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $277,961 (Attachment 5)

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.5

DATE: April 23, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Amendments to Agreements A-8344 and A-8346 with Garcia's Landscaping Maintenance, Inc. and Agreement A-8345 with Mariposa Landscapes, Inc. for Landscape Maintenance Services within the City's Medians and Parkways. (15 minutes)

RECOMMENDATION

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

1. Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,415,000 to $3,272,000 in Region 1;

2. Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,535,000 to 3,423,000 in Region 2; and

3. Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,575,000 to $3,272,000 in Region 3.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/e1yNkAfqcjI

BACKGROUND

After the passing of Measure E in November 2020, staff created a plan for restoring the maintenance of the citywide street landscapes and parks. On May 11, 2021, options were presented to the Public Works and Transportation Committee (PWTC) that included contracting the monthly maintenance of the median and parkway landscapes along the City's arterial streets. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021.

In an effort to provide equal levels of service, the citywide street landscapes were divided into three regions with roughly equal amounts of maintenance for each of the three landscape maintenance agreements. Requests for Proposals (RFPs) were created to maintain each of the three regions and on June 29, 2021 City Council awarded Agreement A-8345 to Mariposa Landscapes, Inc. (Mariposa) and Agreements A-8344 and A-8346 were awarded to Garcia's Landscaping Maintenance, Inc. (Garcia's). Each contractor was the lowest responsive bidder for their awarded Agreement **(Attachments 4, 5, 6)**.

In October of 2021, staff and Mariposa identified areas that required clarification on the work maps for Region 2. These areas were corrected with revised work maps through the First Amendment to Agreement A-8345 **(Attachment 5)**. There were no changes to the cost of the Agreement.

In August of 2022, staff compiled a list of identified landscape areas within the City's responsibility that were not included in the original scope of work. Those additional areas were added to the scope of work in each Agreement as Amendments that were approved by the City Council on Sept. 6, 2022. Those Amendments are:

1. First Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $1,900,000 to $2,415,000 in Region 1 **(Attachment 4)**:

Original Agreement 33.3 acres of landscape 7.4 acres of hardscape
Added First Amendment 6.0 acres of landscape 2.38 acres of hardscape
Current Total 39.3 acres of landscape 9.78 acres of hardscape

2. Second Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. increasing the not to exceed amount from $2,125,000 to $2,535,000 in Region 2 **(Attachment 5)**:

Original Agreement 31.7 acres of landscape 10 acres of hardscape
Added Second Amendment 11.76 acres of landscape .77 acres of hardscape
Current Total 43.46 acres of landscape 10.77 acres of hardscape

3. First Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $2,000,0000 to $2,575,000 in Region 3 **(Attachment 6)**:

Original Agreement 28.97 acres of landscape 9.03 acres of hardscape
Added First Amendment 12.34 acres of landscape 1.23 acres of hardscape
Current Total 41.31 acres of landscape 10.26 acres of hardscape

The not-to-exceed amount for each Agreement includes capacity for on-call landscaping services, such as undeveloped property maintenance and roadside weed abatement, that are outside of the routine monthly services. This capacity was added in response to the change in the County work release program resulting in a loss of the program's services and the reduction of services that used to be provided by the City Corps Program.

DISCUSSION

Both Garcia's and Mariposa have satisfactorily maintained their awarded contract areas during the past three years with all three Agreements due to expire on June 30, 2024. Therefore, staff is requesting an Amendment to each Agreement for a one-year extension that will expire on June 30, 2025. Both contractors have agreed to continue the same monthly service rates that were approved in 2022.

1. The Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service will cost $831,720 for the twice-monthly services and the four-year contract total amount not to exceed $3,272,000 in Region 1 **(Attachment 1)**.

2. The Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for the additional one year of service will cost $861,693 for the twice-monthly services and the four-year contract total amount not-to-exceed 3,423,000 in Region 2 **(Attachment 2).**

3. The Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service will cost $899,220 for the twice-monthly services and the four-year contract total

amount not-to-exceed $3,272,000 in Region 3 **(Attachment 3)**.

During the next fiscal year, staff will be revising the project specifications for each region and then re-advertise for proposals. The intention will be to have the new landscape maintenance agreements for the citywide street landscapes begin July 1, 2025. Staff recommends amending the existing agreements in lieu of a new bid process this time because the expected results of a bid process are higher costs due to recent inflation and other similar bid processes that have resulted in increases. The fact that these two contractors have agreed to keep their 2022 rates in place is a benefit to the City.

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 costs for each agreement's one-year extensions for a total increase of $2,592,633 are contained in the proposed Public Works, Parks Operations Budget, General Fund account (1013304-53200) for Fiscal Year 2024-25 for City Council's consideration.

- The Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service is an increase of $831,720
- The Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $861,693
- The Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service is an increase of $899,220

For Finance Use Only: General Fund (Org. 1013304 Obj. 53200)

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. A-8344 2nd Amendment Garcia's
2. A-8345 3rd Amendment Mariposa
3. A-8346 2nd Amendment Garcia's
4. A-8344 Agreement and 1st Amendment Garcia's
5. A-8345 Agreement, 1st and 2nd Amendments Mariposa
6. A-8346 Agreement and 1st Amendment Garcia's
7. Presentation

SECOND AMENDMENT TO TRADE SERVICE AGREEMENT

This Second Amendment ("Second Amendment") to the trade service agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscaping Maintenance, Inc., ("Service Provider"). This Second Amendment amends the Agreement entered into on June 29, 2021, by City and Service Provider. The Agreement previously has been amended on September 06, 2022.

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Agreement is amended to "June 30, 2025."

2. The Total Agreement Amount in Section 6 on the cover page of the Agreement is hereby amended to "$3,272,000."

3. A Section 42 is added to the Agreement. The terms for this Section 42 shall read as follows:

Iran Contracting Act. In accordance with the Iran Contract Act of 2010 (Public Contract Code section 2200-2208) CITY requires that an SERVICE PROVIDER that submits a proposal or otherwise proposes to enter into or renew a contract with CITY with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the SERVICE PROVIDER 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 SERVICE PROVIDER is ineligible to enter into any contract with CITY for goods or services of one million dollars ($1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER 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."

4. The "Iran Contract Act Certification" is attached hereto and incorporated herein by to the Agreement as the Iran Contract Act Exhibit.

5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

GARCIA'S LANDSCAPING MAINTENANCE, INC.

Tenley Garcia, President Date

Tenley Garcia, Treasurer [3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must 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.

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/entityidentified 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 engagedin 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 institutionengaged 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

THIRD AMENDMENT TO TRADE SERVICE AGREEMENT

This Third Amendment ("Third Amendment") to the Trade Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc., ("Service Provider"). This Third Amendment amends the Agreement entered into on August 01, 2021, by City and Service Provider. The Agreement previously has been amended on October 21, 2021, by a Second Amendment, on July 12, 2022

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Agreement is hereby amended to "June 30, 2025."

2. The Total Agreement Amount in Section 6 on the cover page of the Agreement is hereby amended to "$3,423,000."

3. A Section 42 is added to the Agreement. The terms for this Section 42 shall read as follows:

> Iran Contracting Act. In accordance with the Iran Contract Act of 2010 (Public Contract Code section 2200-2208) CITY requires that an SERVICE PROVIDER that submits a proposal or otherwise proposes to enter into or renew a contract with CITY with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the SERVICE PROVIDER 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 SERVICE PROVIDER is ineligible to enter into any contract with CITY for goods or services of one million dollars ($1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER 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."

4. The "Iran Contract Act Certification" is attached hereto and incorporated herein by this reference into the agreement as the Iran Contract Act Exhibit.

5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

☐ John C. Zaragoza, Mayor[1] Date

☐ Jennifer Yates, Purchasing Agent [2]

MARIPOSA LANDSCAPES, INC.

Terry Noriega, President Date

Antonio Valenzuela, Secretary [3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must 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.

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/entityidentified 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 engagedin 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 institutionengaged 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

SECOND AMENDMENT TO TRADE SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the trade service agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscaping Maintenance, Inc., ("Service Provider"). This Second Amendment amends the Agreement entered into on June 29, 2021, by City and Service Provider. The Agreement previously has been amended on September 06, 2022.

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Agreement is amended to "June 30, 2025."

2. The Total Agreement Amount in Section 6 on the cover page of the Agreement is hereby amended to "$3,502,000."

3. A Section 42 is added to the Agreement. The terms for this Section 42 shall read as follows:

Iran Contracting Act. In accordance with the Iran Contract Act of 2010 (Public Contract Code section 2200-2208) CITY requires that an SERVICE PROVIDER that submits a proposal or otherwise proposes to enter into or renew a contract with CITY with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the SERVICE PROVIDER 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 SERVICE PROVIDER is ineligible to enter into any contract with CITY for goods or services of one million dollars ($1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER 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."

4. The "Iran Contract Act Certification" is attached hereto and incorporated herein by this reference into the Agreement as the Iran Contract Act Exhibit.

5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

GARCIA'S LANDSCAPING MAINTENANCE, INC.

Tenley Garcia, President Date

Tenley Garcia, Treasurer [3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

1 The City Council must authorize and the Mayor must 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.

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/entityidentified 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 engagedin 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 institutionengaged 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

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Garcia's Landscaping Maintenance, Inc

(3) Services: Monthly Landscaping Maintenance located in Median ways located within Region 1

(4) Schedule of Services: **Monthly Landscaping Maintenance located in Median ways located within Region** 1 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $1,900,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Tenley Garcia

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Garcia's Landscaping Maintenance, Inc
Attn: Tenley Garcia
2102 Hughes Drive
Oxnard, CA 93033

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Region 1 Detail Maps
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 M36
DATE

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

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

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

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

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

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

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

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

6-29-21

☒ John C. Zaragoza, Mayor[1] Date
☑ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Manager
☐ , Buyer

GARCIA'S LANDSCAPING MAINTENANCE, INC.

Pablo Garcia, President[2] — 6/7/21 Date

Tenley Garcia, Secretary — 6/7/21 Date

ATTEST:

R. Chaparro 6/29/21

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

APPROVED AS TO FORM:

for 6-9-21

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

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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

Workforce

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

Materials

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

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

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

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance. Use of articulating flail mowers may be used upon prior approval of the Project Manager and an approved traffic plan.

Licenses, Permits and Certifications

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

Taxes

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

Notice of Defect

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

Interference

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

Work Schedule

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

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

Work will not be performed adjacent to residential housing before 8 a.m.

Repair and Replacement

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

SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

F. Pesticide Application

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

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All medians and parkways shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager.

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

I. Weed Abatement

All weed abatement of vacant parcels not listed in the Scope of Work shall be negotiated separately from this Contract. Treatments of non-selective herbicide shall be performed at a minimum of one acre at the cost per acre as provided by the contractor within this Agreement.

J. Vertebrate Control

Any vertebrate problem is to be addressed monthly until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for approval.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. In areas of large monotypic connected shrubs, such as along certain railroad right-of-ways, equipment such as articulating flail mowers may be used upon prior approval of the Project Manager. Faded or dead flower heads or their stalks and plant leaves shall be removed on a monthly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager . Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager. Mowing shall occur once a month. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager.

M. Tree Maintenance

Tree pruning will be the responsibility of the City. Vendor will be responsible for the clearing and disposal of any limbs, branches, palm fronds, fruit clusters, and/or any other vegetation that collects at the base of trees and within the median and/or hardscape areas.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

Items beyond routine tasks, including but not limited to, mulch installation/ replacement, removal/replacement of existing plantings, landscape and/or hardscape replacement work performed by the Vendor shall be compensated by the City on a time and material basis. Work performed under this section shall only be completed with written authorization for the City's designated Project Manager.

It is the intent of the City to renovate the parkways and median through the removal of ornamental turf and reduction of plantings for water conservation.

P. Vandalism, Theft and Graffiti

All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage

All storm damage shall be the responsibility of the City.

R. Water and Electrical Costs

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

S. Inspections

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

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties

Vendor shall be accountable for condition of work performed under this Contract.

V. Daily Work Tickets

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

GENERAL REQUIREMENTS

Supervision

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

Staffing

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

Employee Conduct

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

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in parkways and medians
7. Take extended breaks while at City facilities

Employee Removal

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

Employee Appearance and Identification

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

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

Quality Control Program

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

Employment Practices

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

Property Damages

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

Quantity

Not applicable.

Labor Strike

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

Invoicing

Each monthly invoice shall include the following:

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

Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 9:00 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

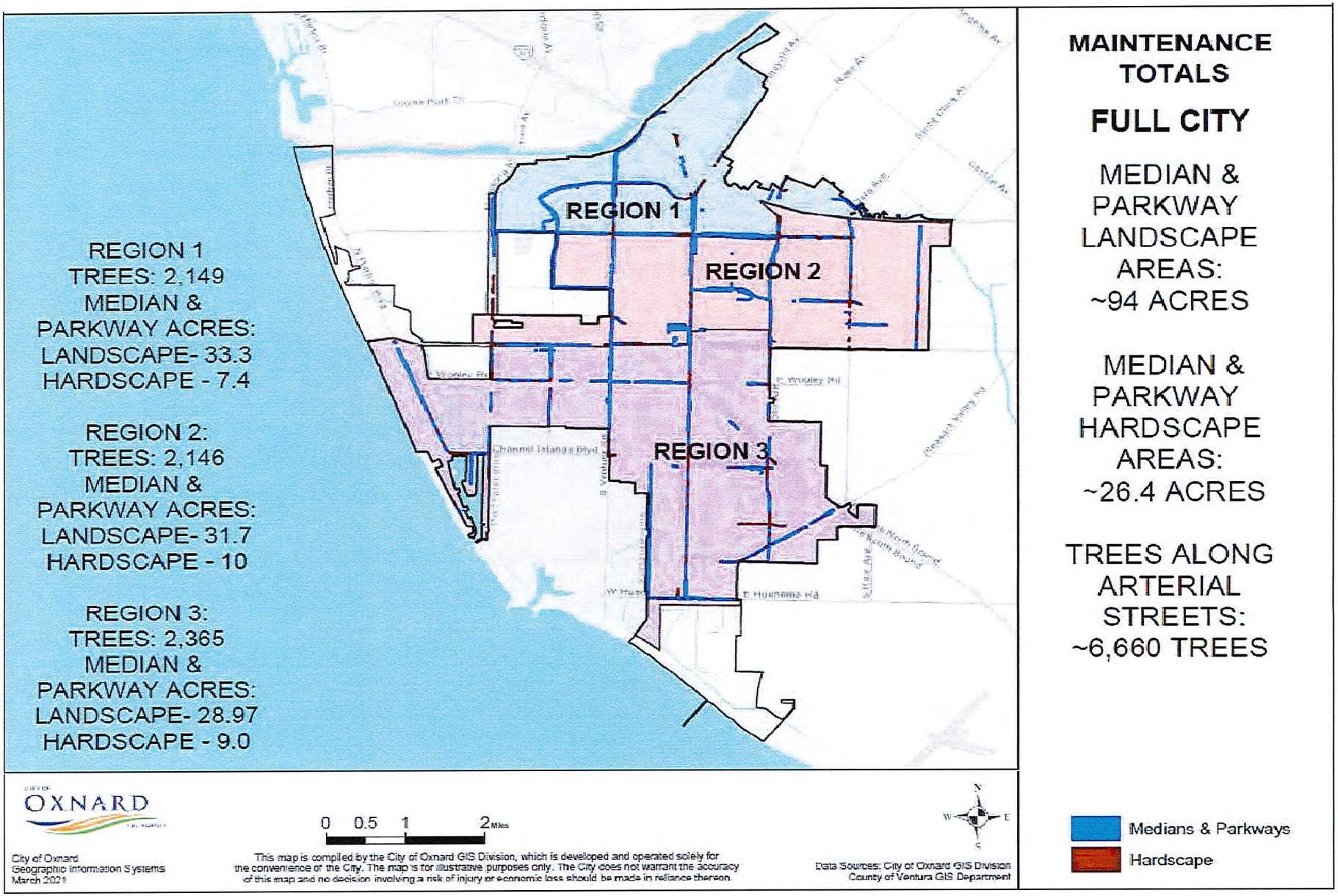
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

The Vendor shall provide monthly Landscape Maintenance Services within the City's Medians located in Region 1

	Monthly Cost
Region 1	**$48,000.00**
Non-Selective herbicide applicate	**$225/acre**
Hourly Rate for as-needed tasks	**$40.00/hour**
Material markup rate for as-needed tasks	**15%**


REGION 1
TREES: 2,149
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4
REGION 2:
TREES: 2,146
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10
REGION 3:
TREES: 2,365
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0
REGION 1
REGION 2
REGION 3
MAINTENANCE TOTALS
FULL CITY
MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES
TREES ALONG ARTERIAL STREETS: ~6,660 TREES
OXNARD
0 0.5 1 2 Miles
City of Oxnard
Geographic Information Systems
March 2021
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department
Medians & Parkways
Hardscape

INSURANCE EXHIBIT
Exhibit INS-D

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

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

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

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

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

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

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

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

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

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

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

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

administration and defense expenses.

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

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY n) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
_____
Telephone: (___) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

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

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

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

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

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

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

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

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

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

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

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

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

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

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

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

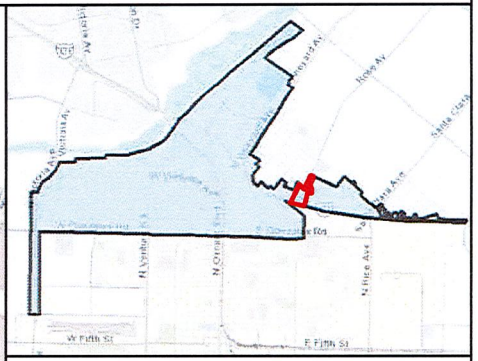
d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

REGION 1 WORK DETAIL: PAGE 1 OF 33, AUTO CENTER 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~40,621 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~6,642 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

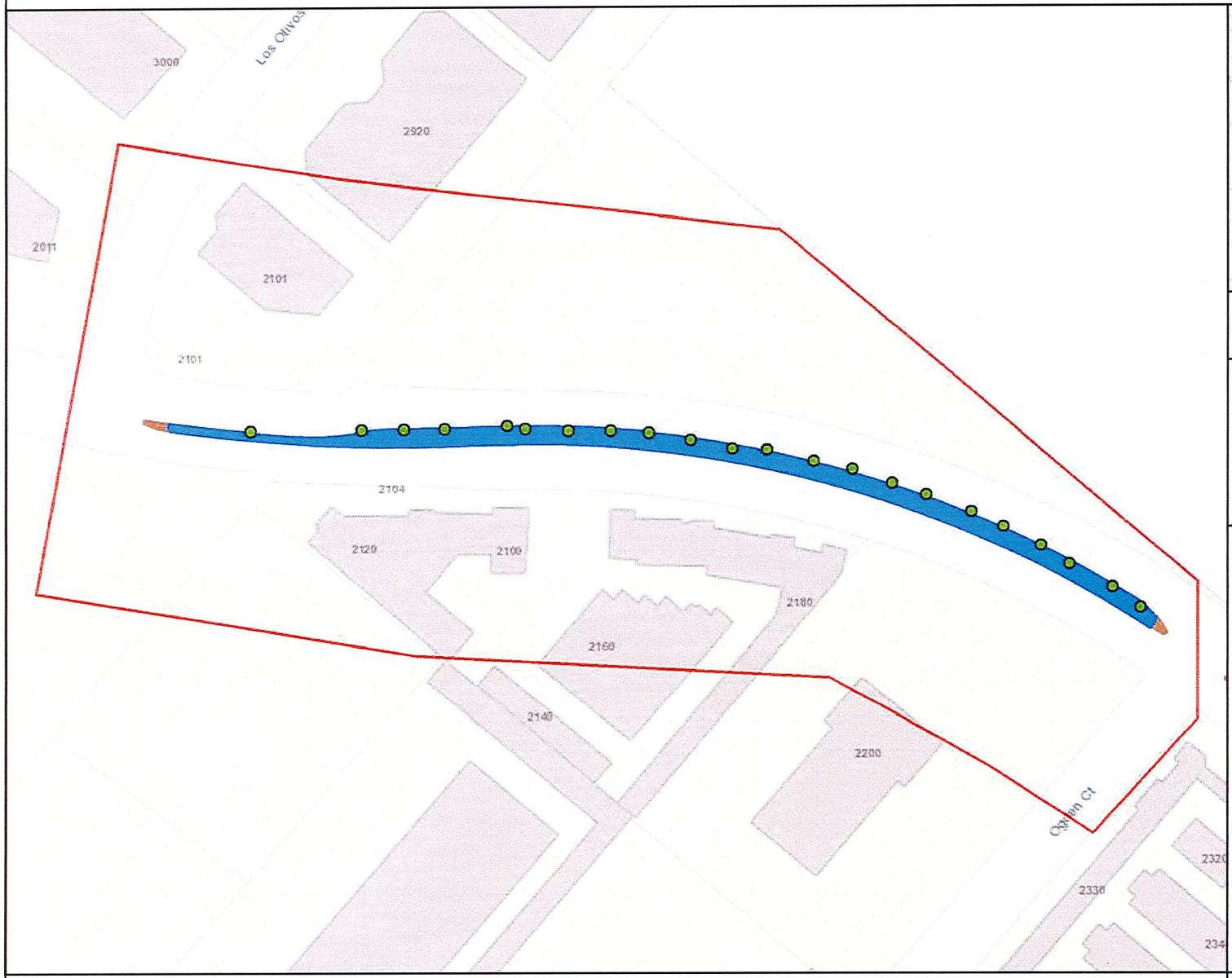
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

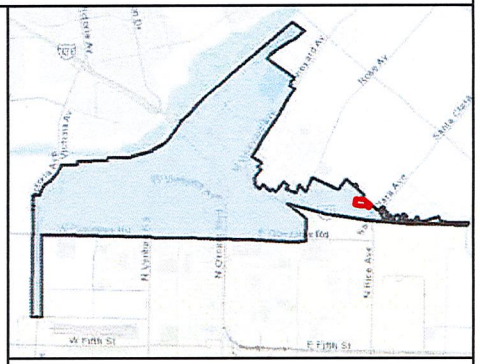
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 2 OF 33, AUTO CENTER 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,328 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~222 SQ FT
~0.01 ACRES

PROJECT TREES:
22 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

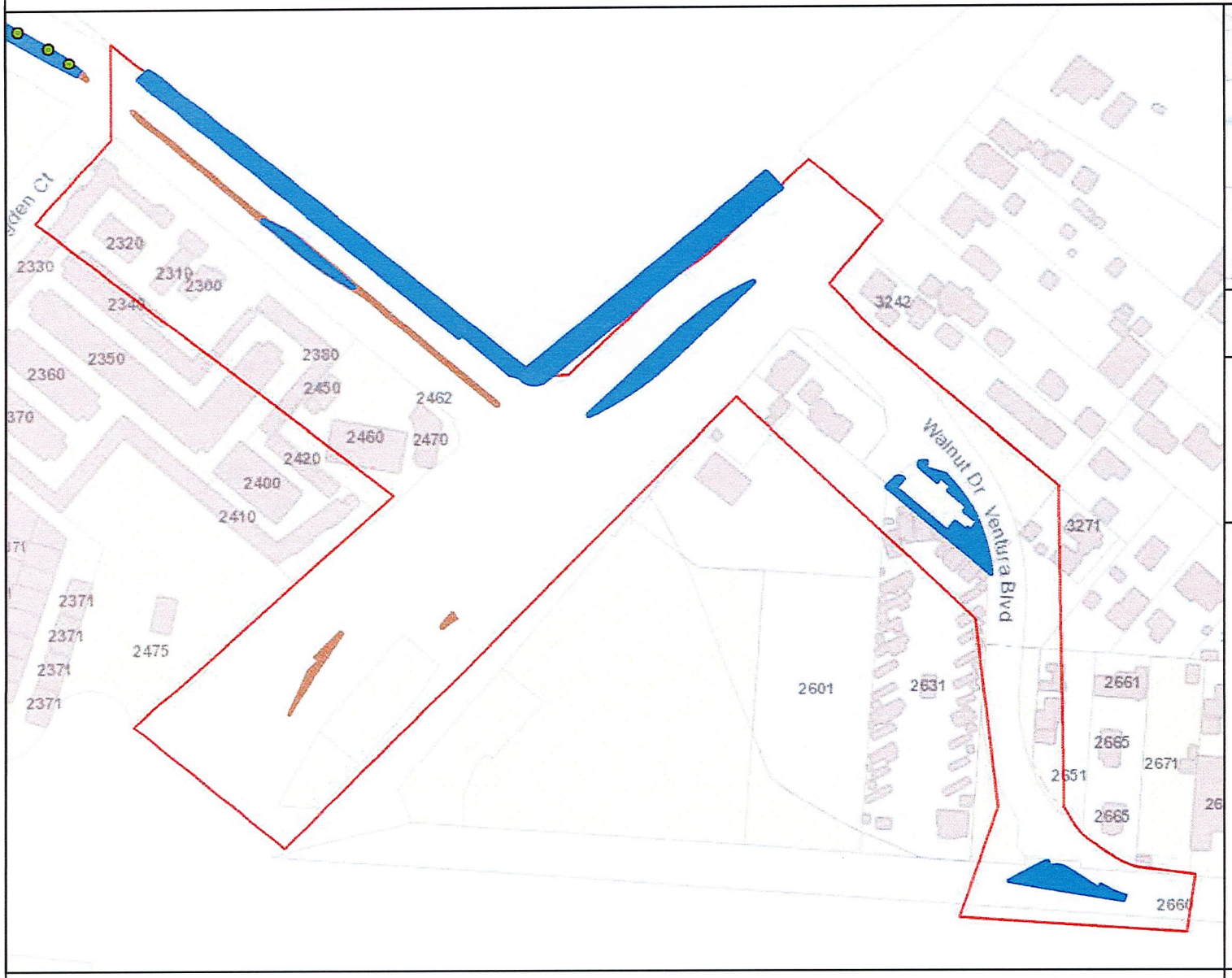
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

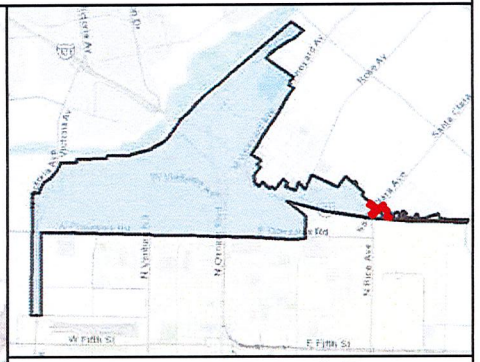
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 3 OF 33, AUTO CENTER 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,861 SQ FT
~0.94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,982 SQ FT
~0.09 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

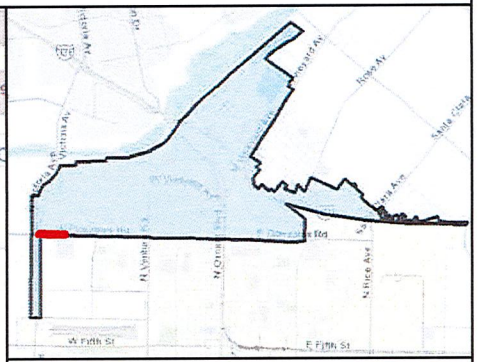
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 4 OF 33, GONZALES 01





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~72,608 SQ FT
~1.67 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,446 SQ FT
~0.03 ACRES

PROJECT TREES:
83 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

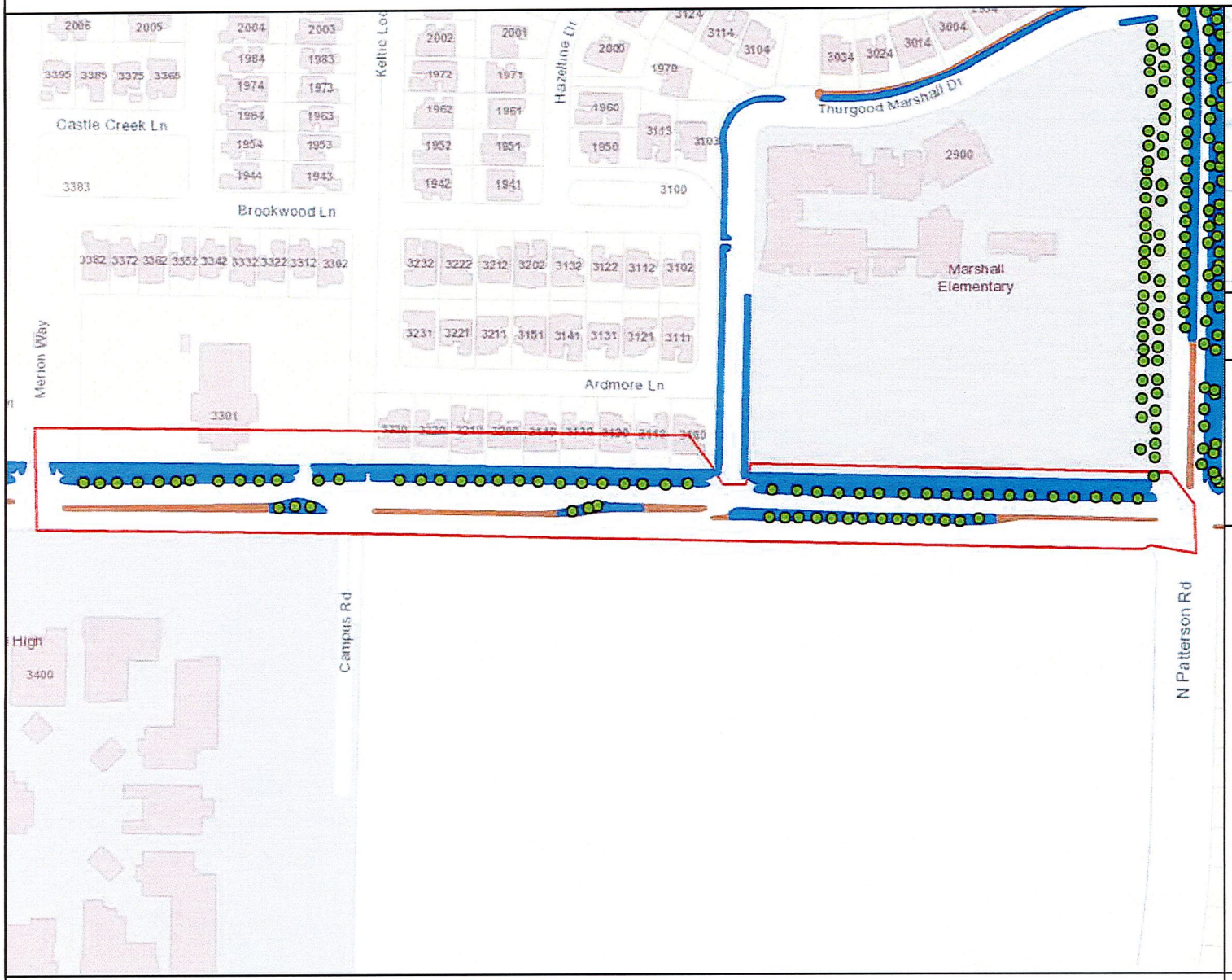
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

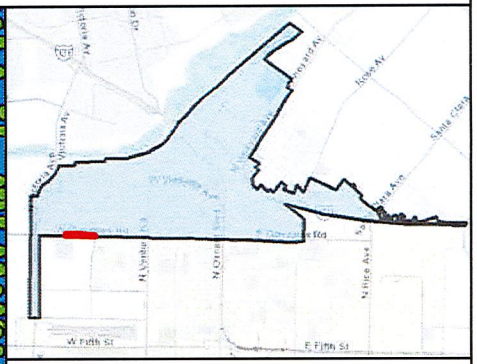
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 5 OF 33, GONZALES 02





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~58,869 SQ FT
~1.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,633 SQ FT
~0.15 ACRES

PROJECT TREES:
67 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

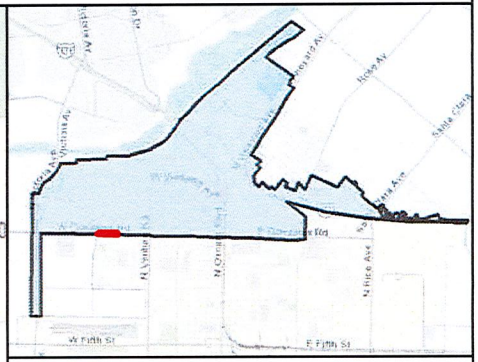
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 6 OF 33, GONZALES 03





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~18,396 SQ FT
~0.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,744 SQ FT
~0.09 ACRES

PROJECT TREES:
111 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

N W E S

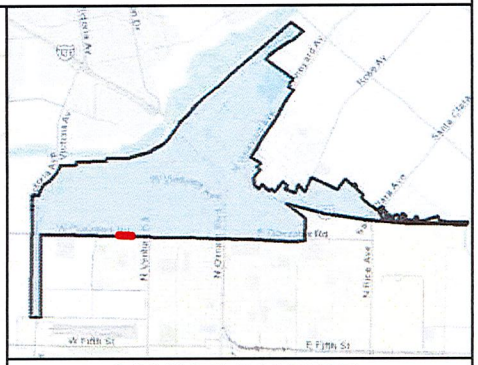
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 7 OF 33, GONZALES 04





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~17,225 SQ FT
~0.4 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,537 SQ FT
~0.06 ACRES

PROJECT TREES:
84 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

N W E S

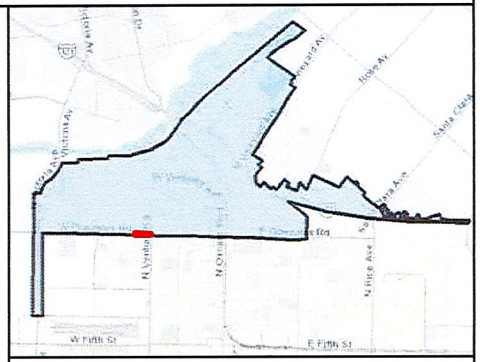
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 8 OF 33, GONZALES 05





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,098 SQ FT
~0.25 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,761 SQ FT
~0.06 ACRES

PROJECT TREES:
81 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

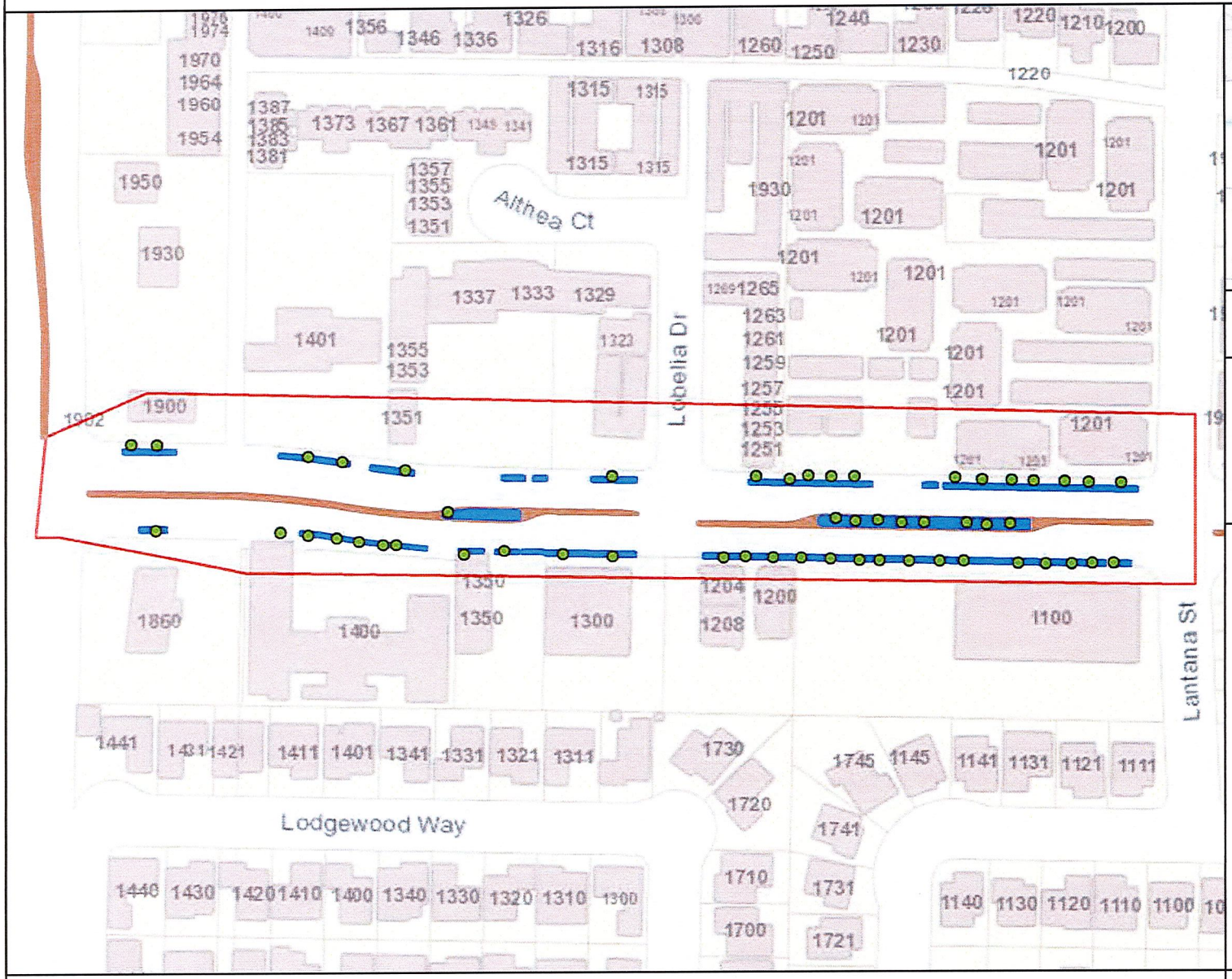
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

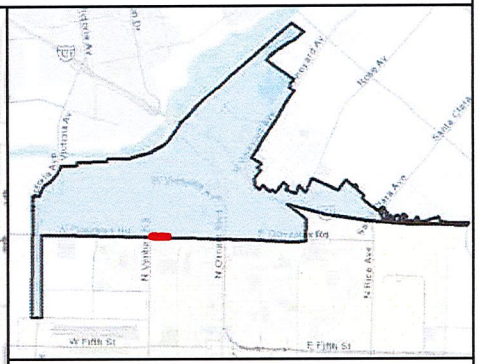
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 9 OF 33, GONZALES 06





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,509 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,307 SQ FT
~0.12 ACRES

PROJECT TREES:
53 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

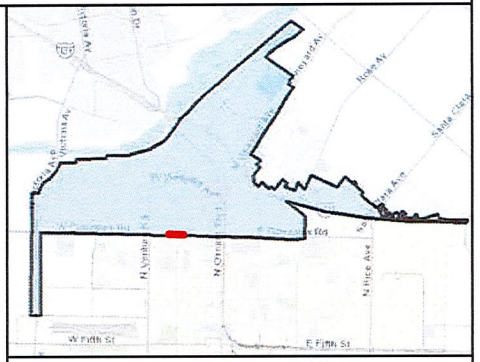
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 10 OF 33, GONZALES 07





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,608 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,834 SQ FT
~0.11 ACRES

PROJECT TREES:
54 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

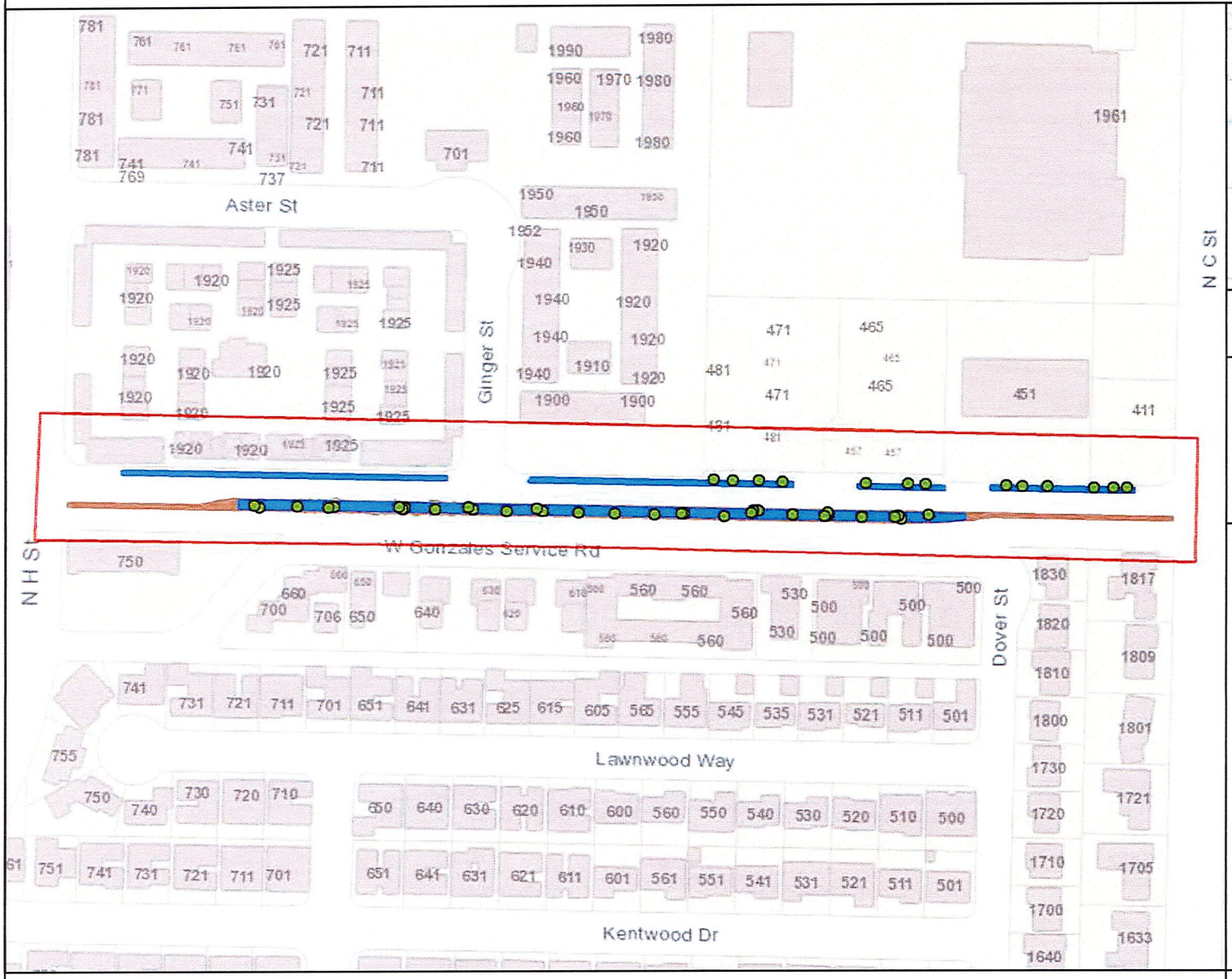
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

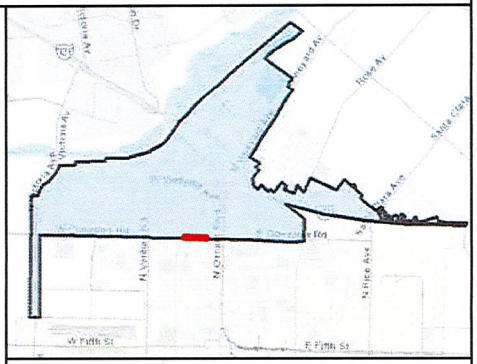
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 11 OF 33, GONZALES 08





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,215 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,594 SQ FT
~0.15 ACRES

PROJECT TREES:
45 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

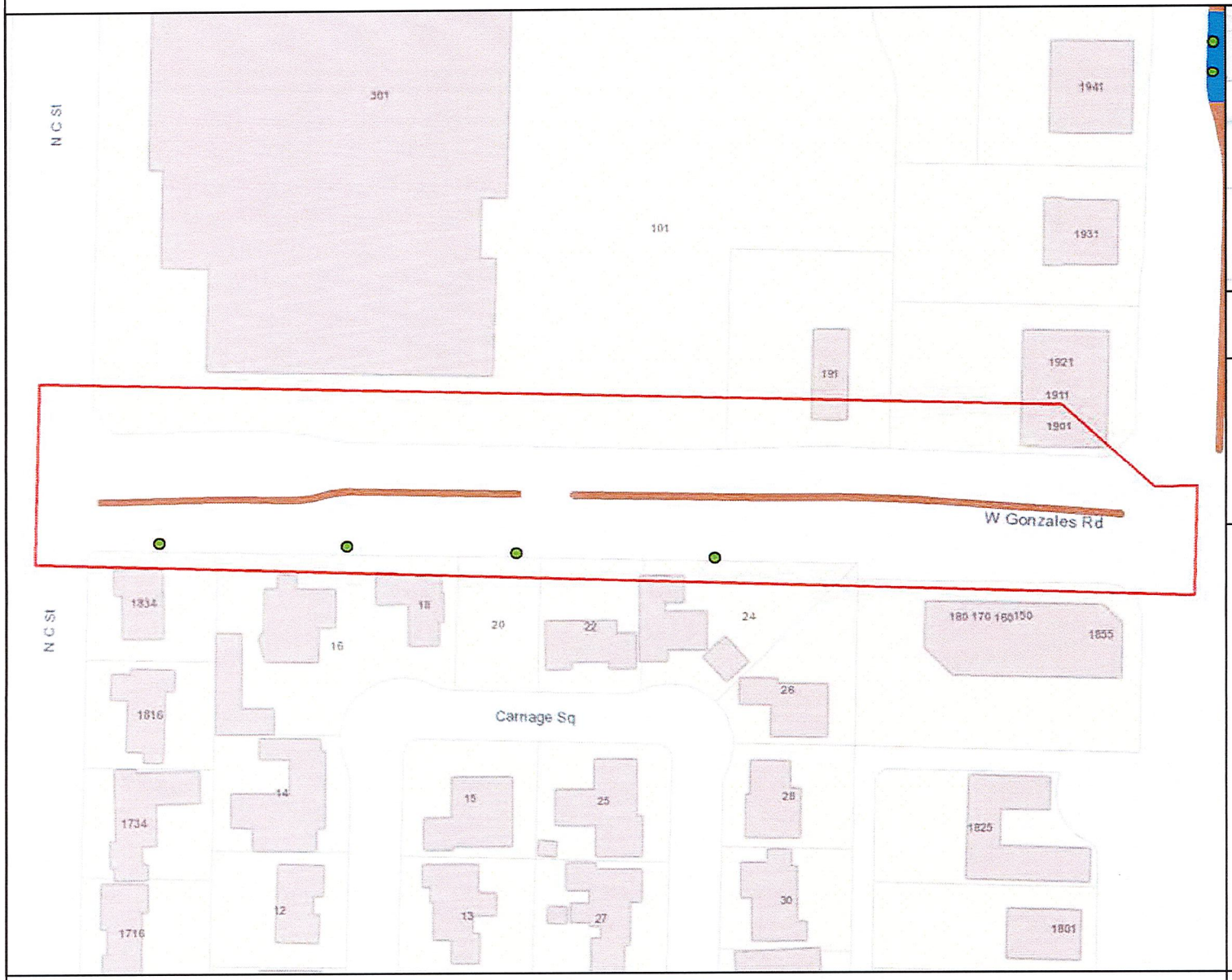
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

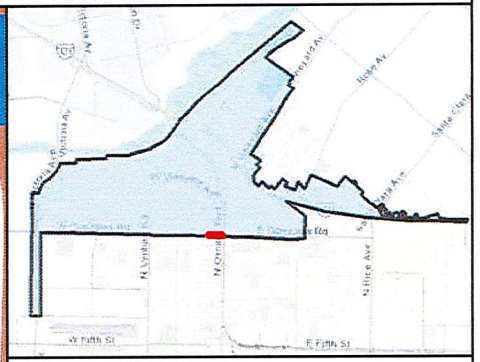
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 12 OF 33, GONZALES 09





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,767 SQ FT
~0.09 ACRES

PROJECT TREES:
4 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

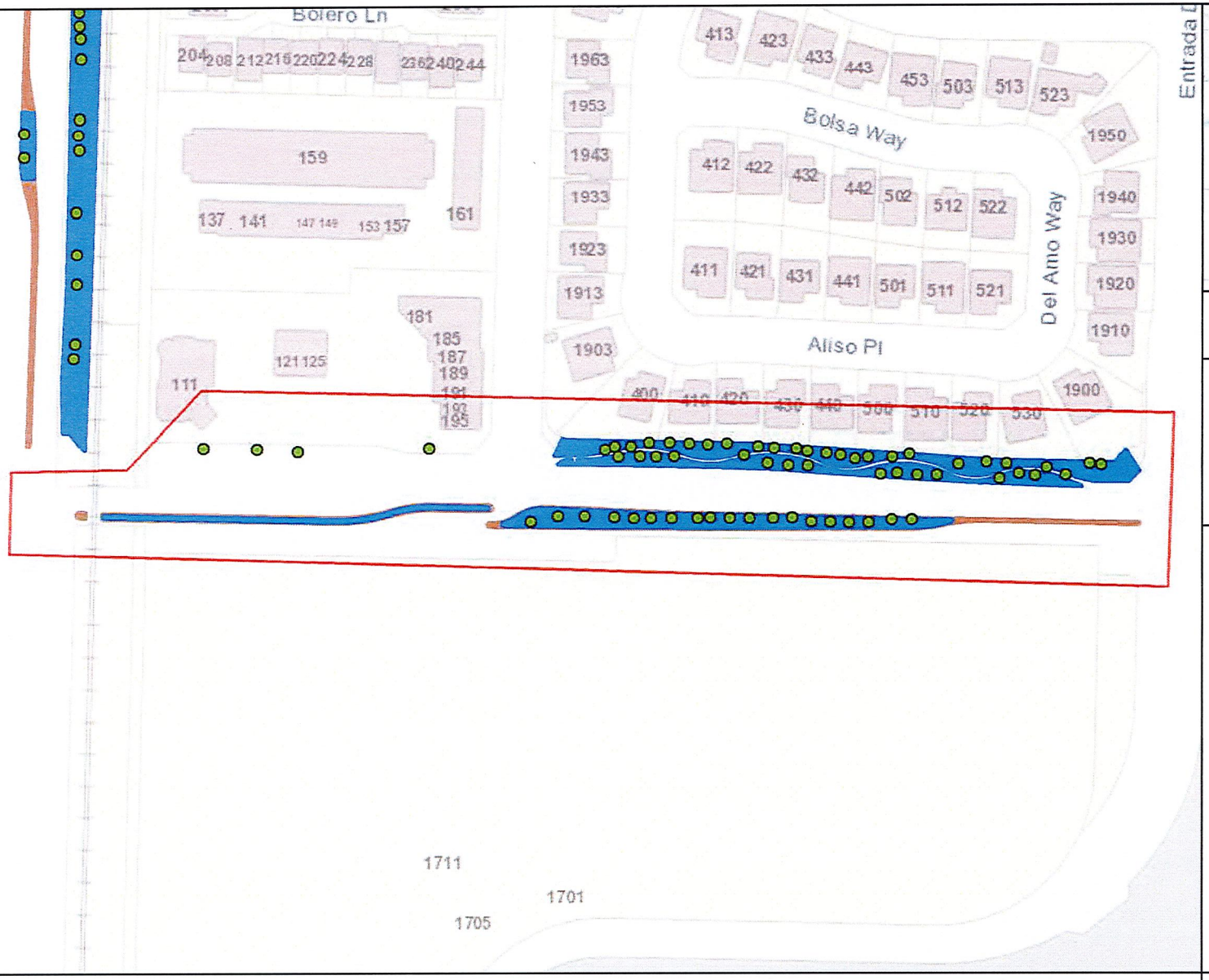
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

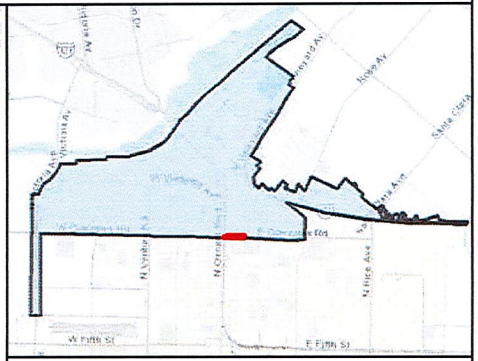
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 13 OF 33, GONZALES 10





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,529 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,330 SQ FT
~0.12 ACRES

PROJECT TREES:
63 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

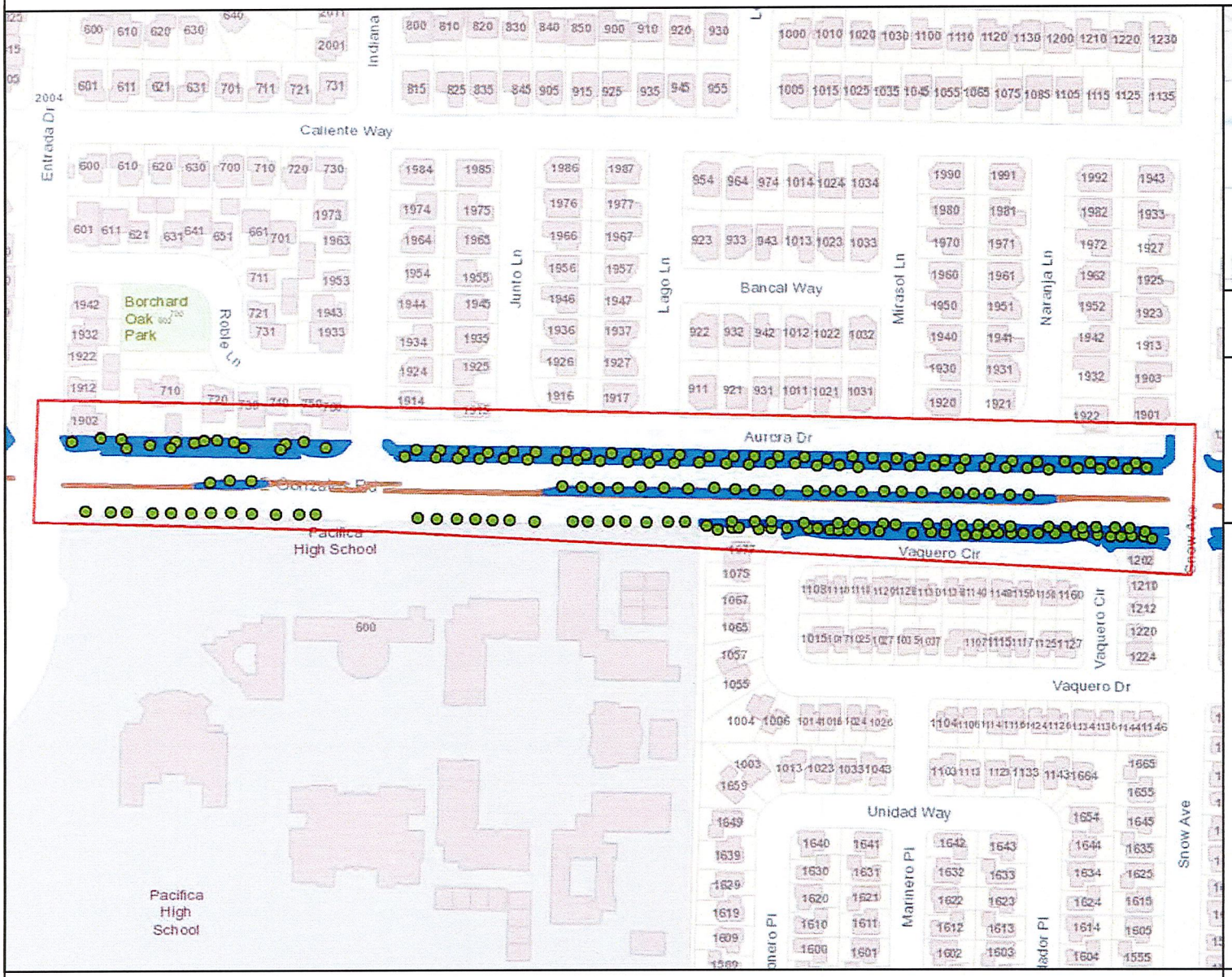
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

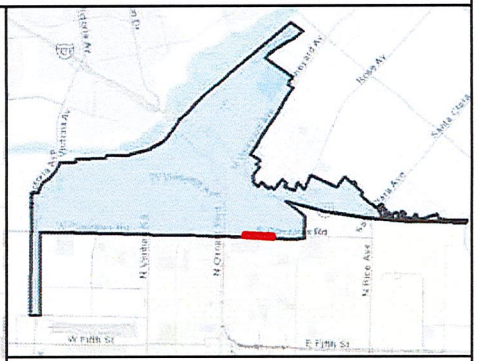
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 14 OF 33, GONZALES 11





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~67,925 SQ FT
~1.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,420 SQ FT
~0.19 ACRES

PROJECT TREES:
186 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

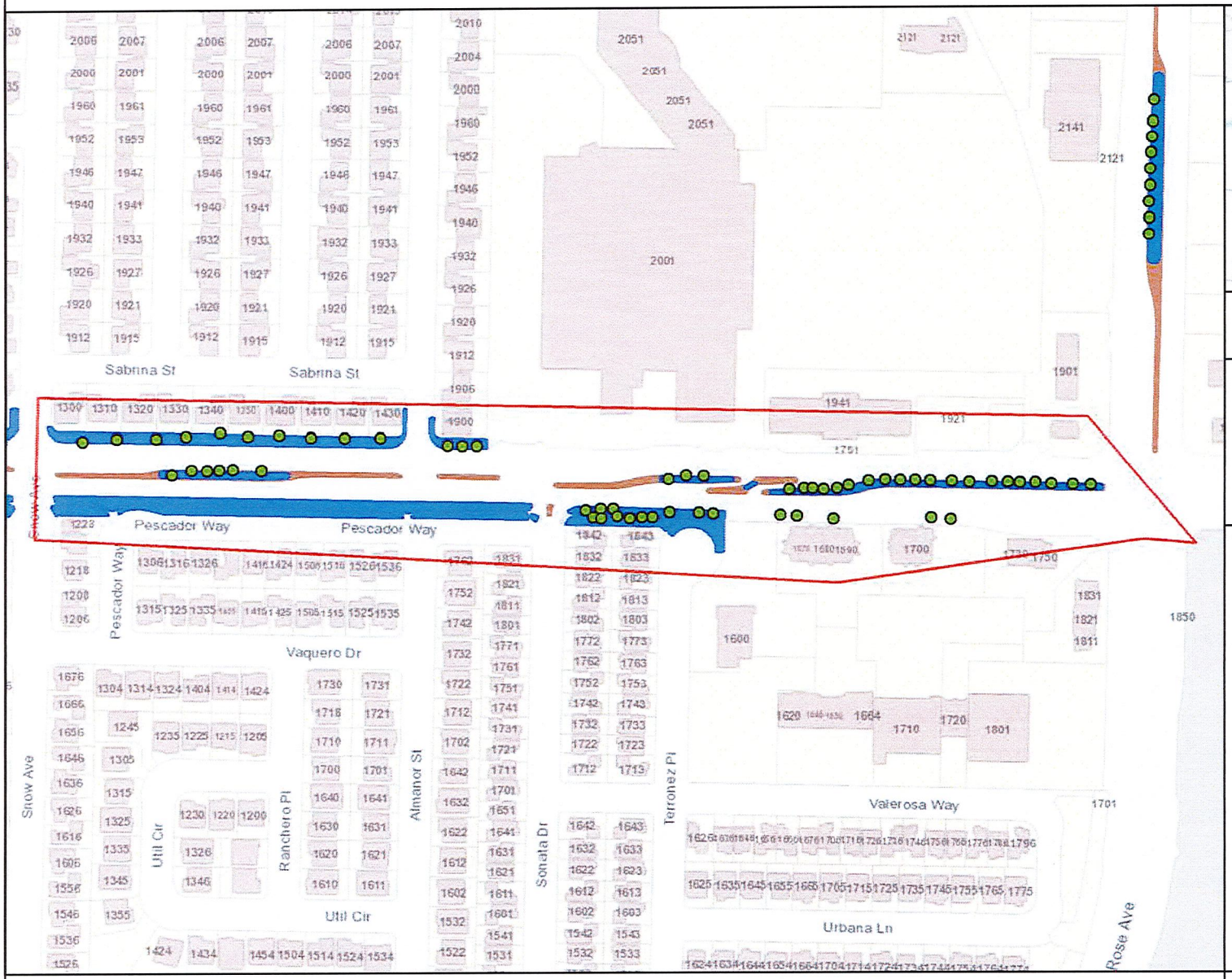
N W E S

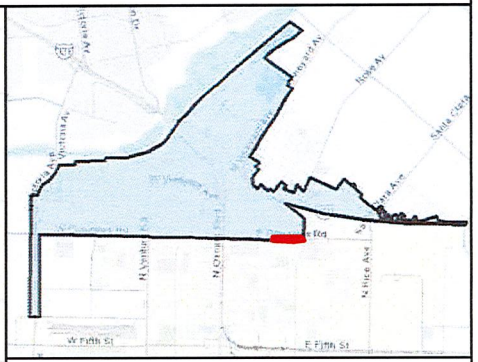
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 15 OF 33, GONZALES 12





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,186 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,371 SQ FT
~0.22 ACRES

PROJECT TREES:
59 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

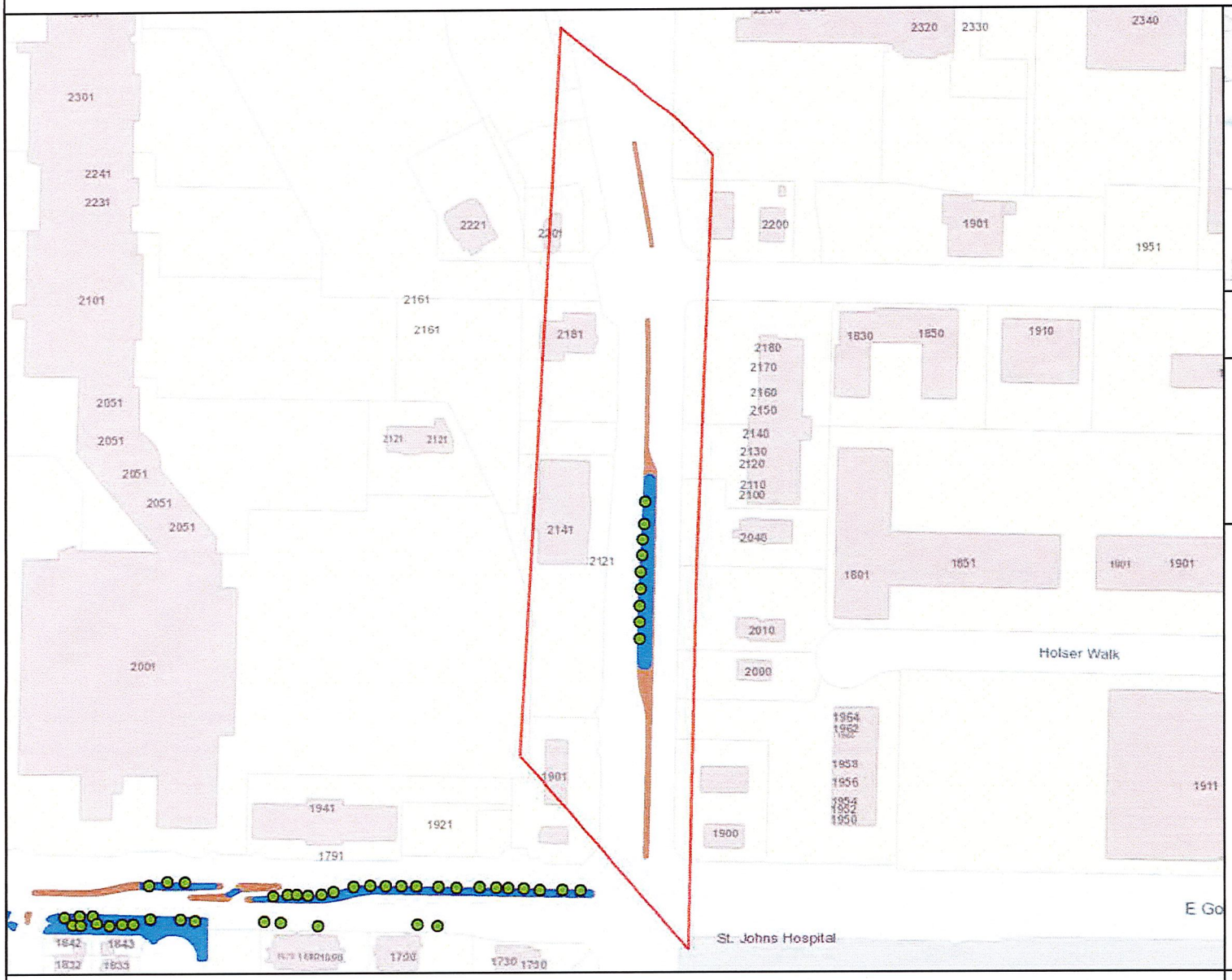
N W E S

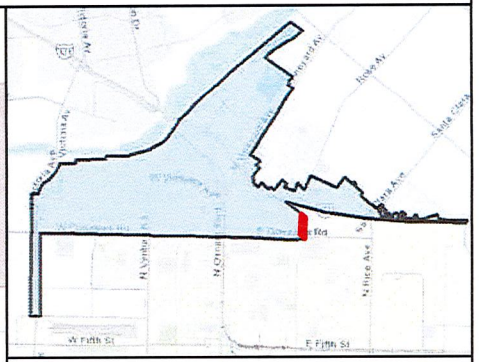
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 16 OF 33, ROSE





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,403 SQ FT
~0.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,775 SQ FT
~0.13 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

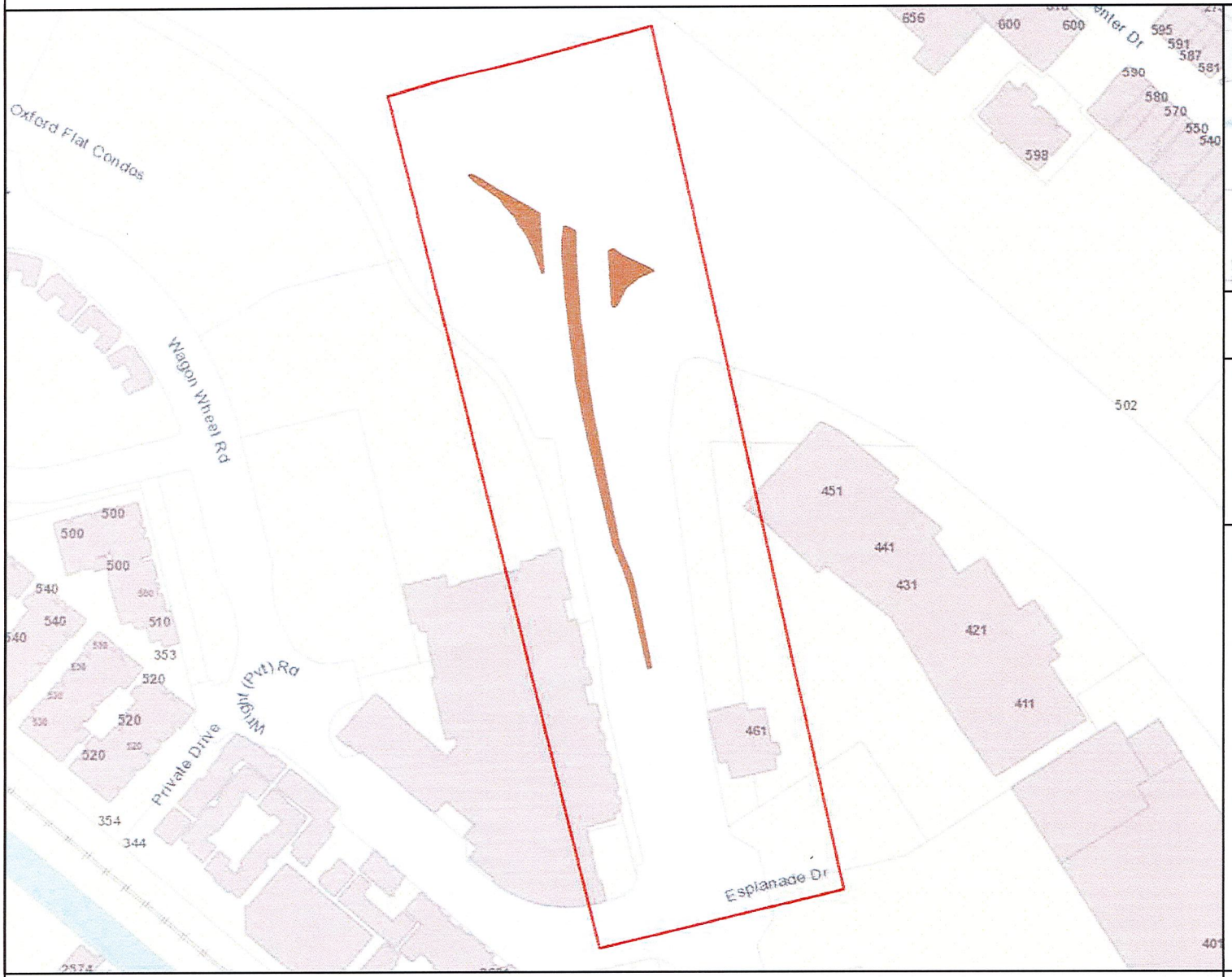
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

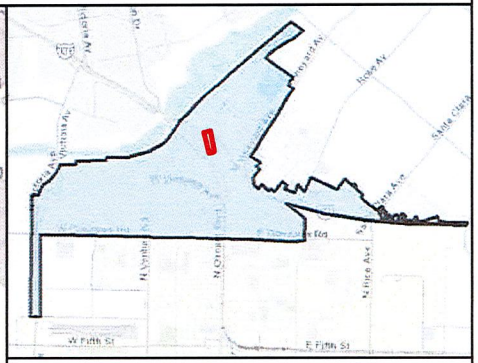
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 17 OF 33, OXNARD BL 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,453 SQ FT
~0.33 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

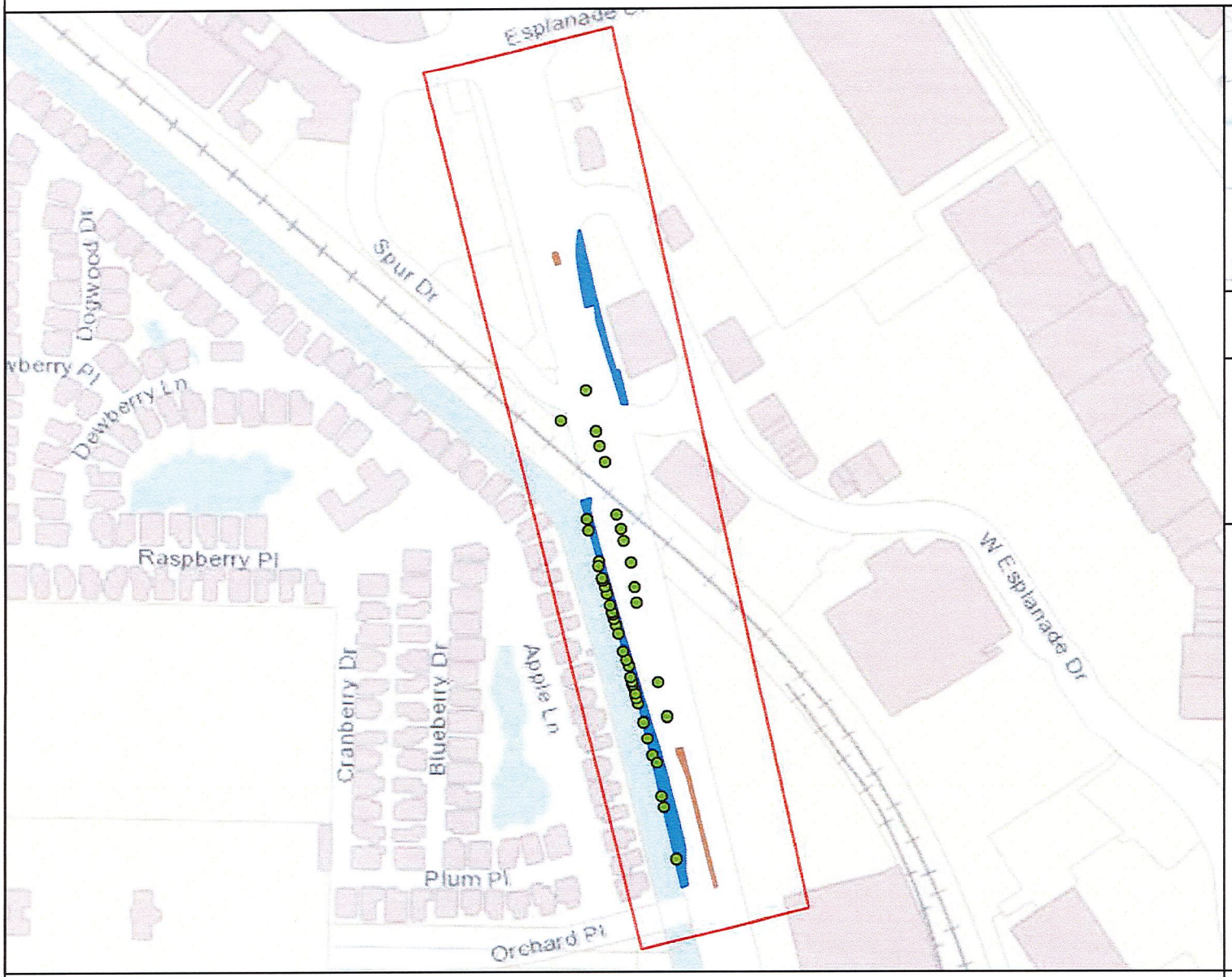
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

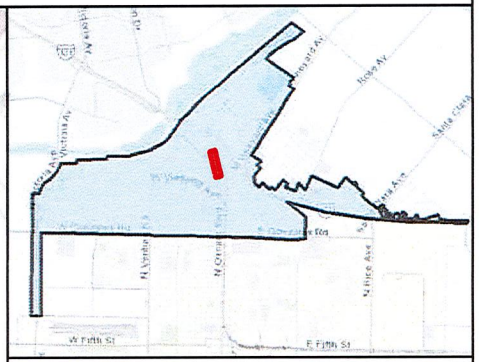
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 18 OF 33, OXNARD BL 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,837 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,331 SQ FT
~0.03 ACRES

PROJECT TREES:
45 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

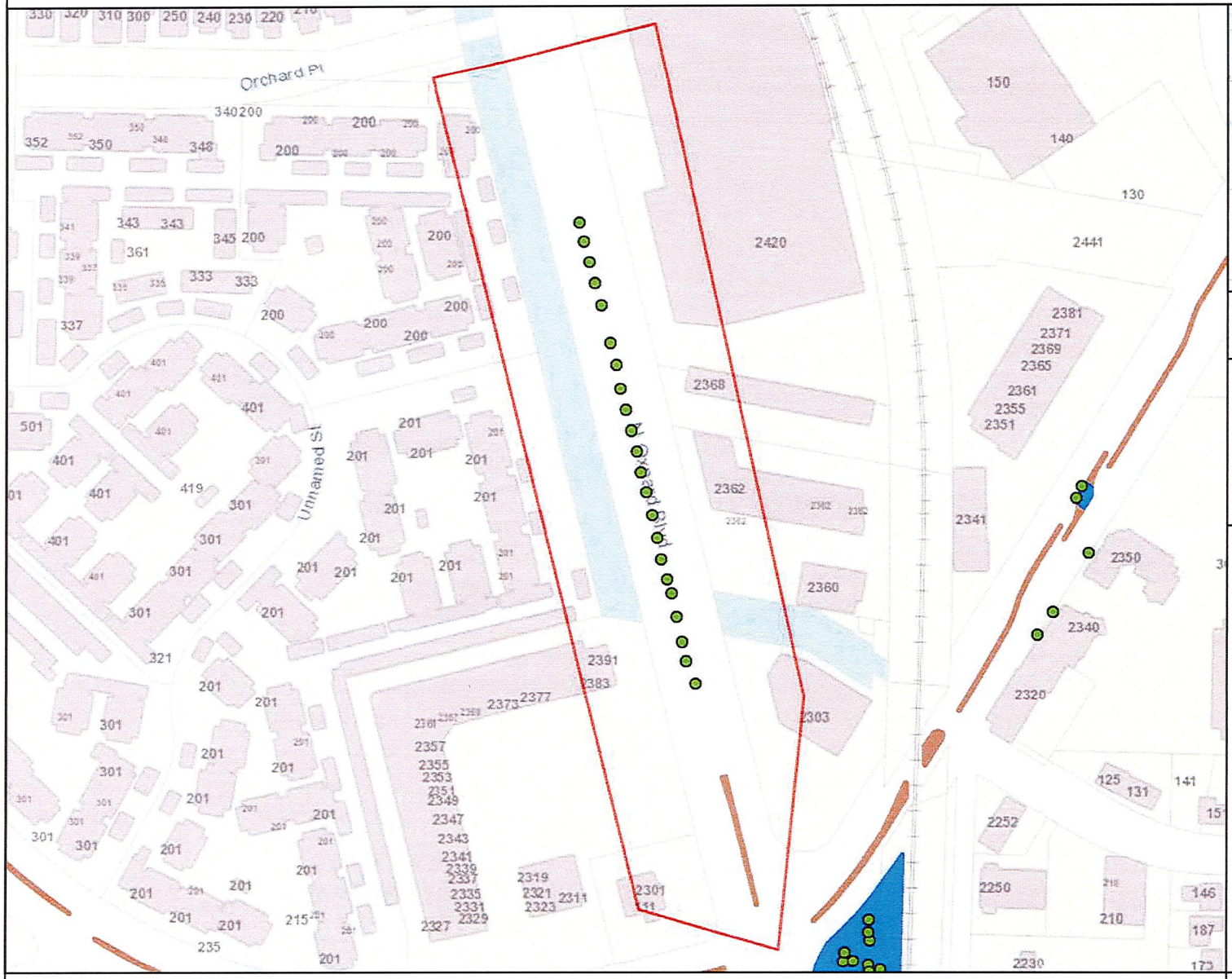
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

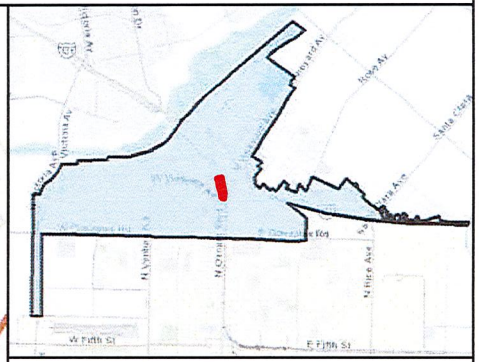
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 19 OF 33, OXNARD BL 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,053 SQ FT
~0.02 ACRES

PROJECT TREES:
22 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

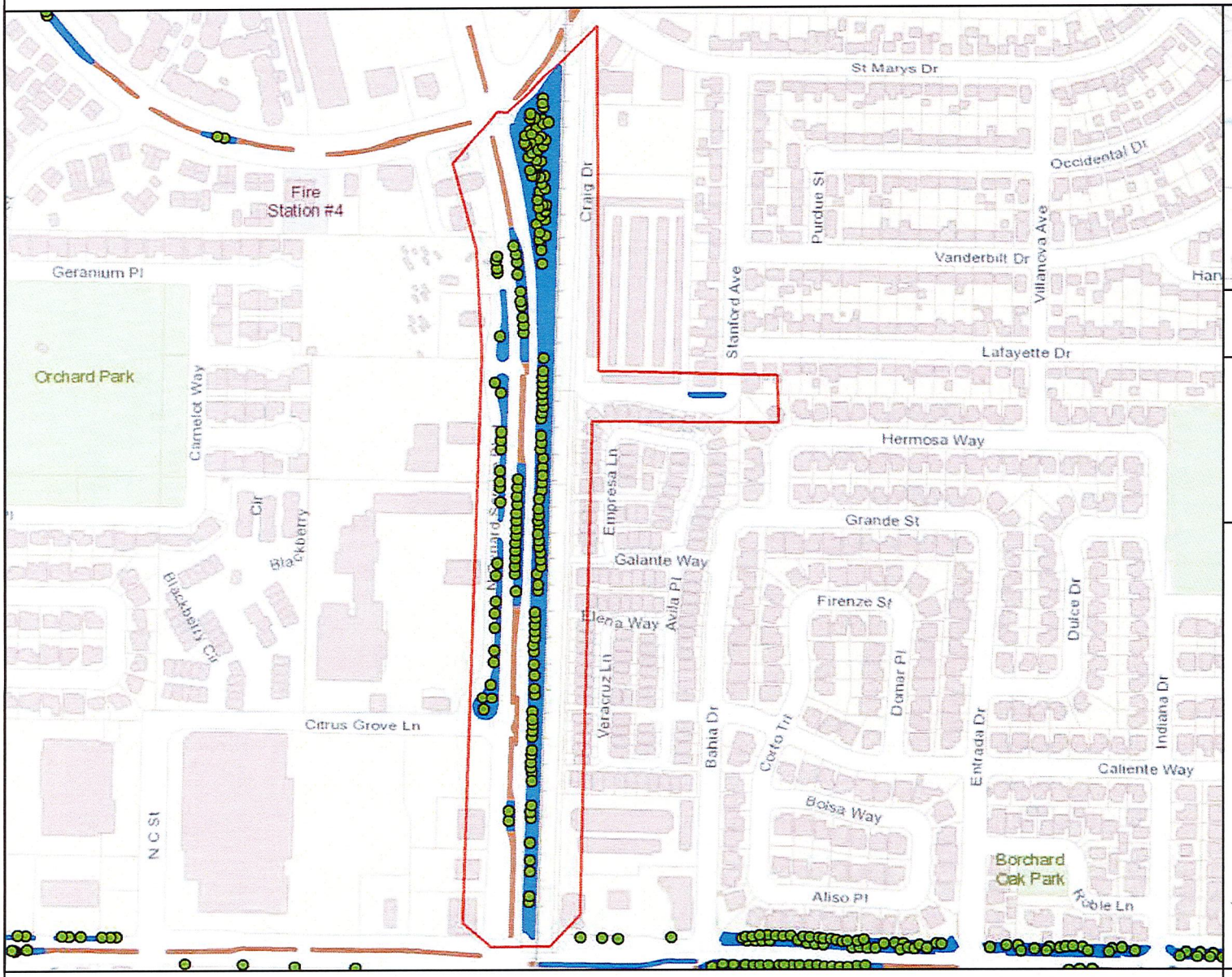
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

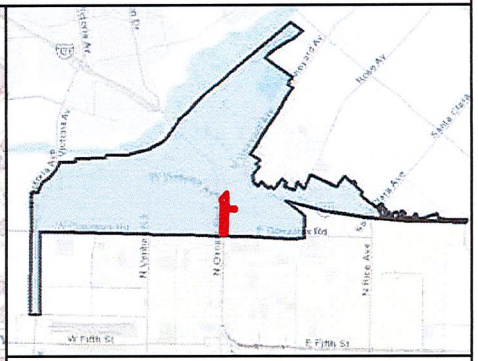
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 20 OF 33, OXNARD BL 4





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~176,589 SQ FT
~4.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,410 SQ FT
~0.22 ACRES

PROJECT TREES:
164 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

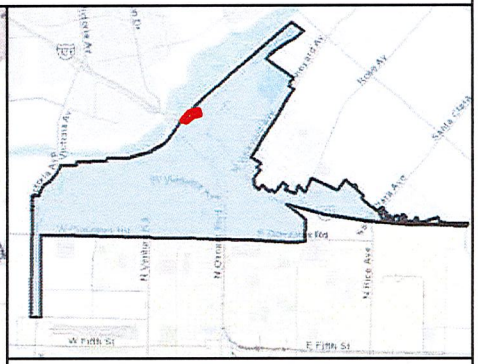
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 21 OF 33, VENTURA 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,546 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,266 SQ FT
~0.03 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

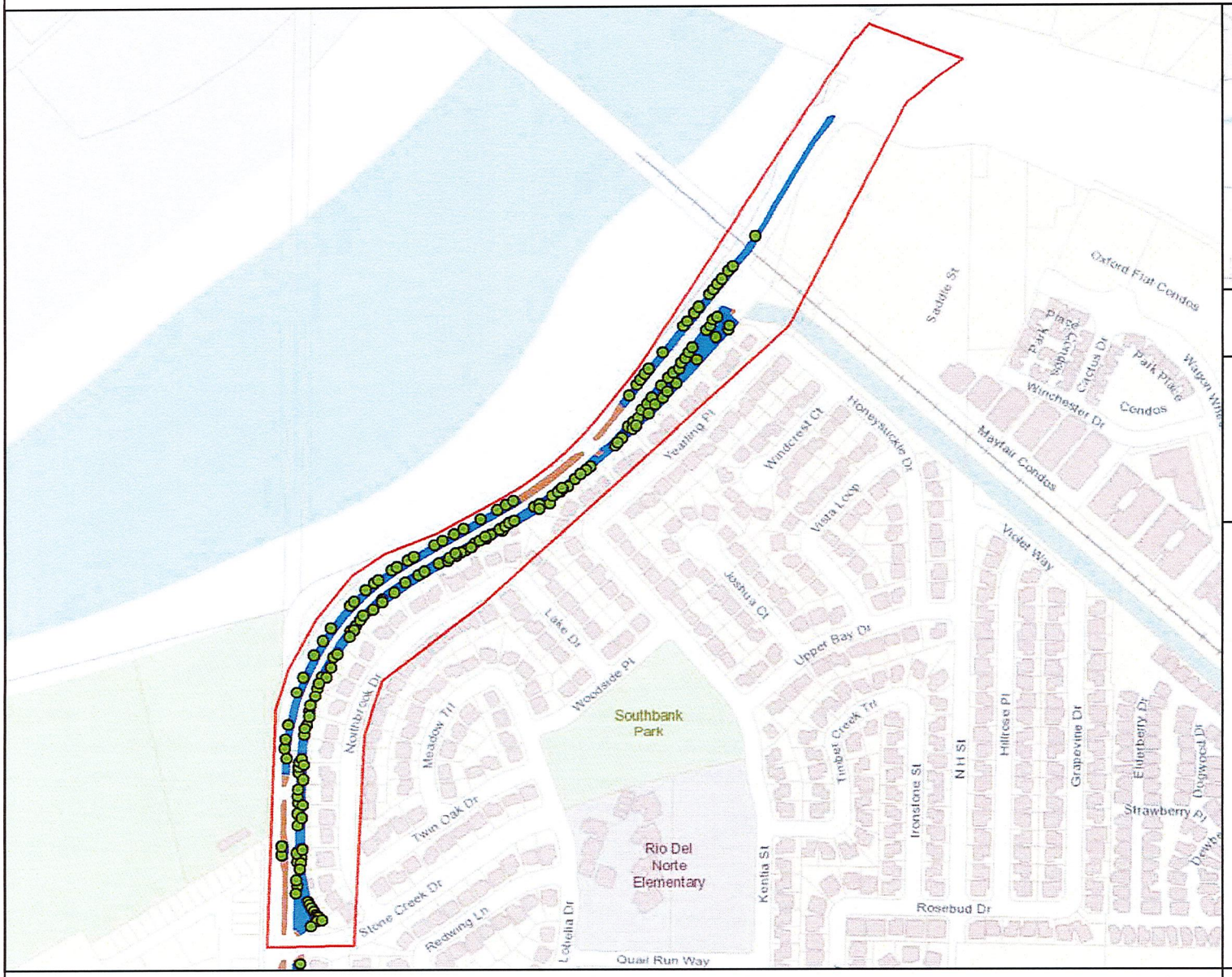
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

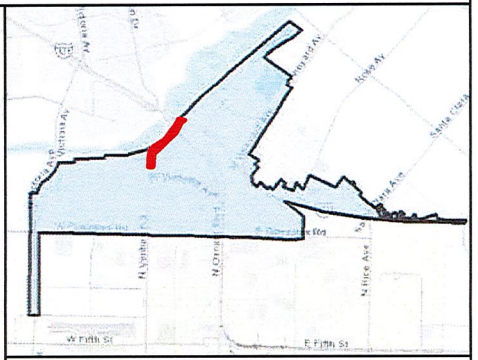
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 22 OF 33, VENTURA 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~110,625 SQ FT
~2.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~34,747 SQ FT
~0.8 ACRES

PROJECT TREES:
168 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 1,600 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

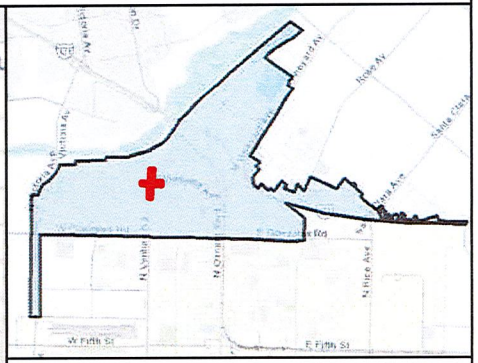
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 23 OF 33, VENTURA 3/ VINEYARD 4





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~87,004 SQ FT
~2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~57,850 SQ FT
~1.33 ACRES

PROJECT TREES:
133 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

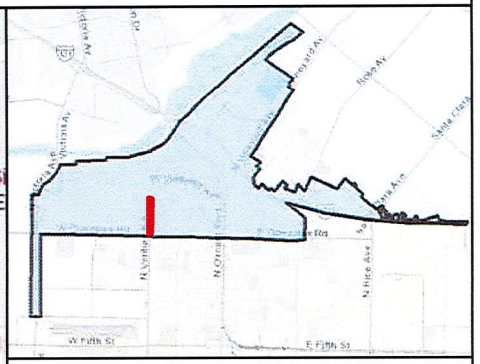
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 24 OF 33, VENTURA 4





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,783 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,420 SQ FT
~0.22 ACRES

PROJECT TREES:
25 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

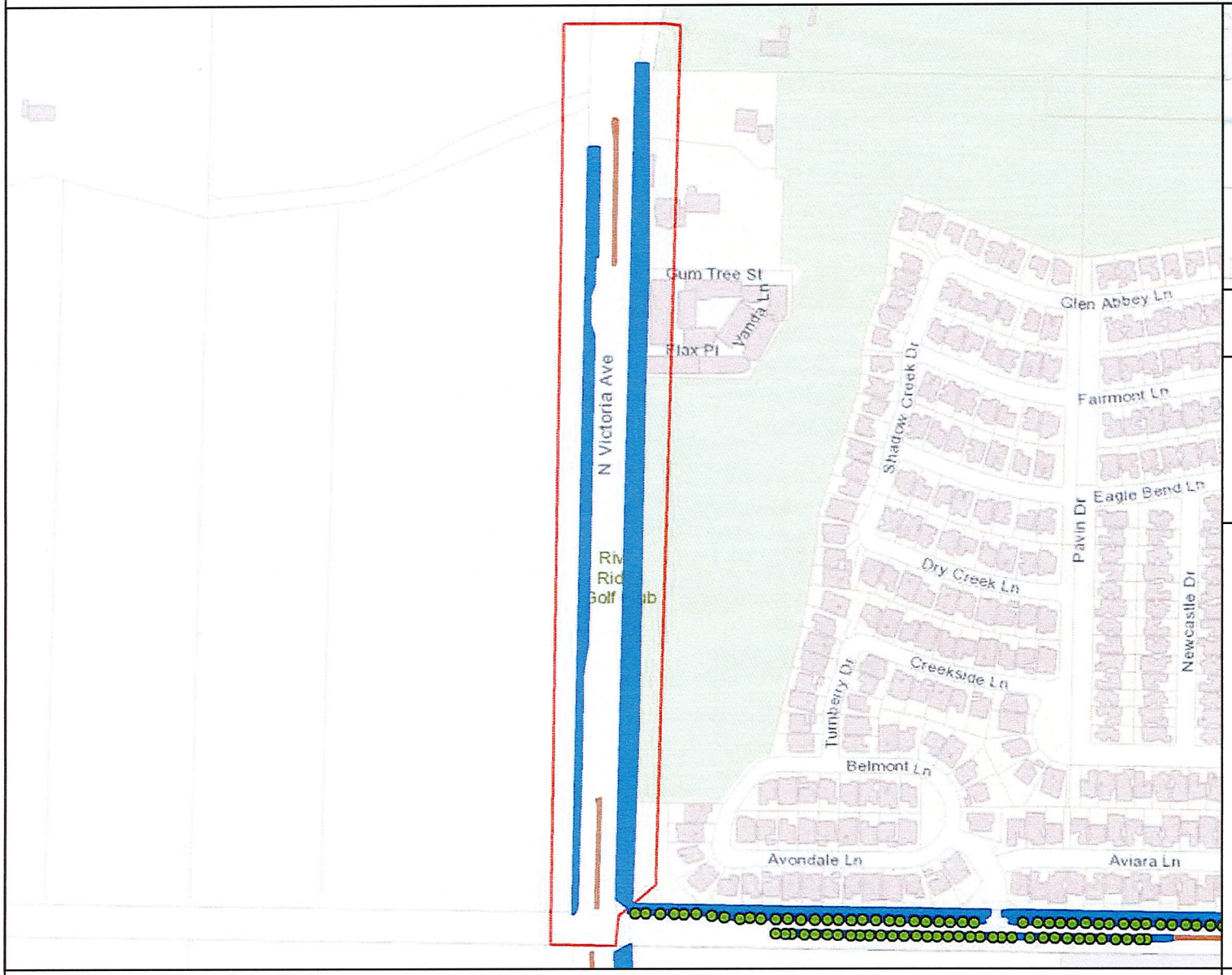
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

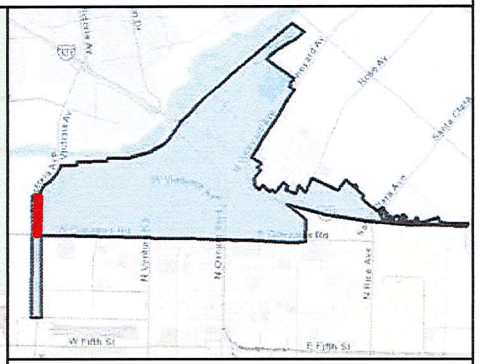
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 25 OF 33, VICTORIA 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~165,430 SQ FT
~3.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,615 SQ FT
~0.08 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

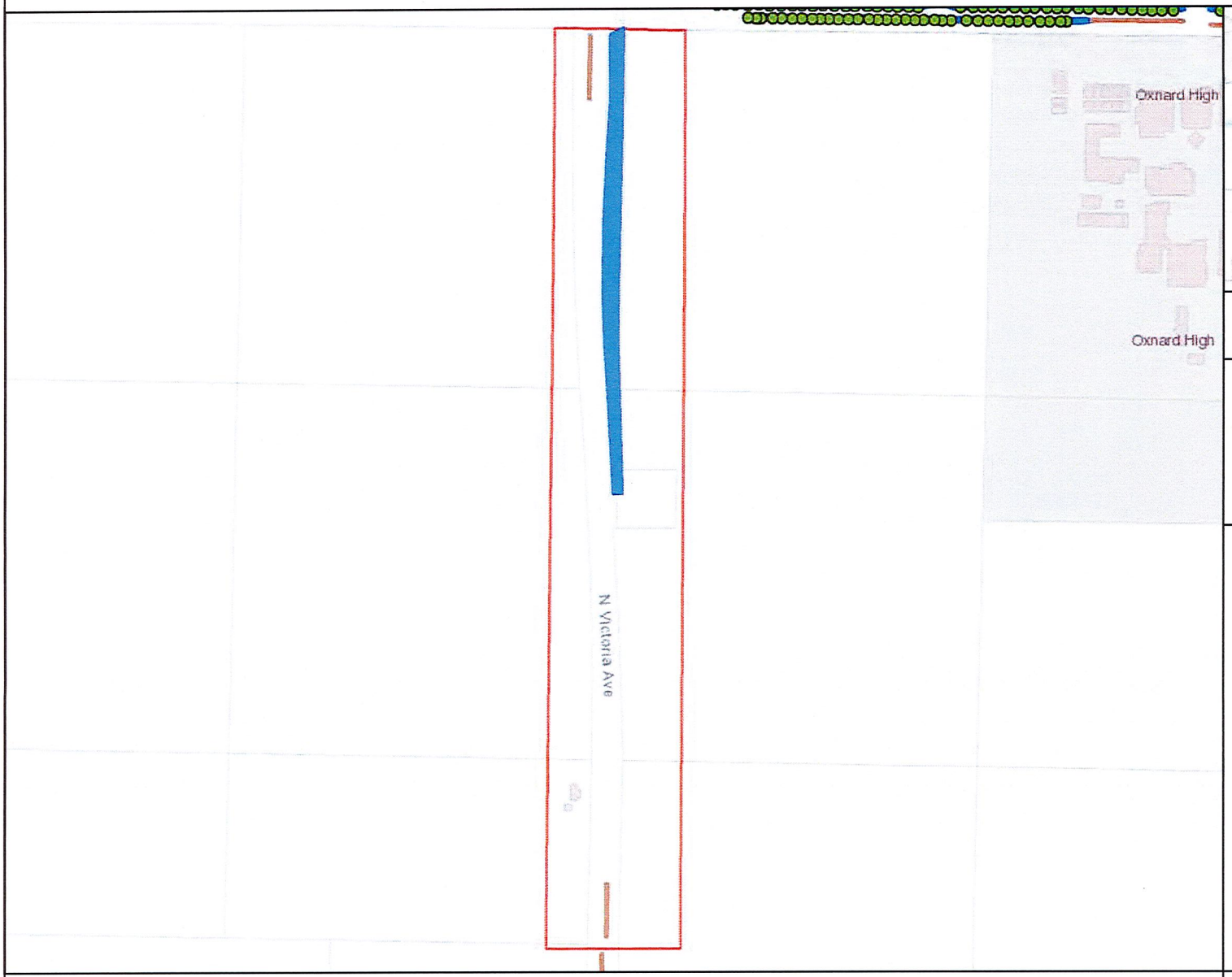
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

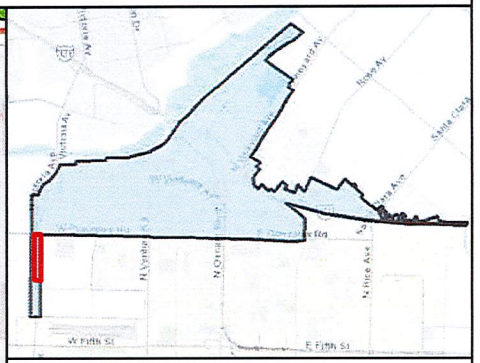
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 26 OF 33, VICTORIA 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~72,184 SQ FT
~1.66 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,719 SQ FT
~0.04 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 Feet

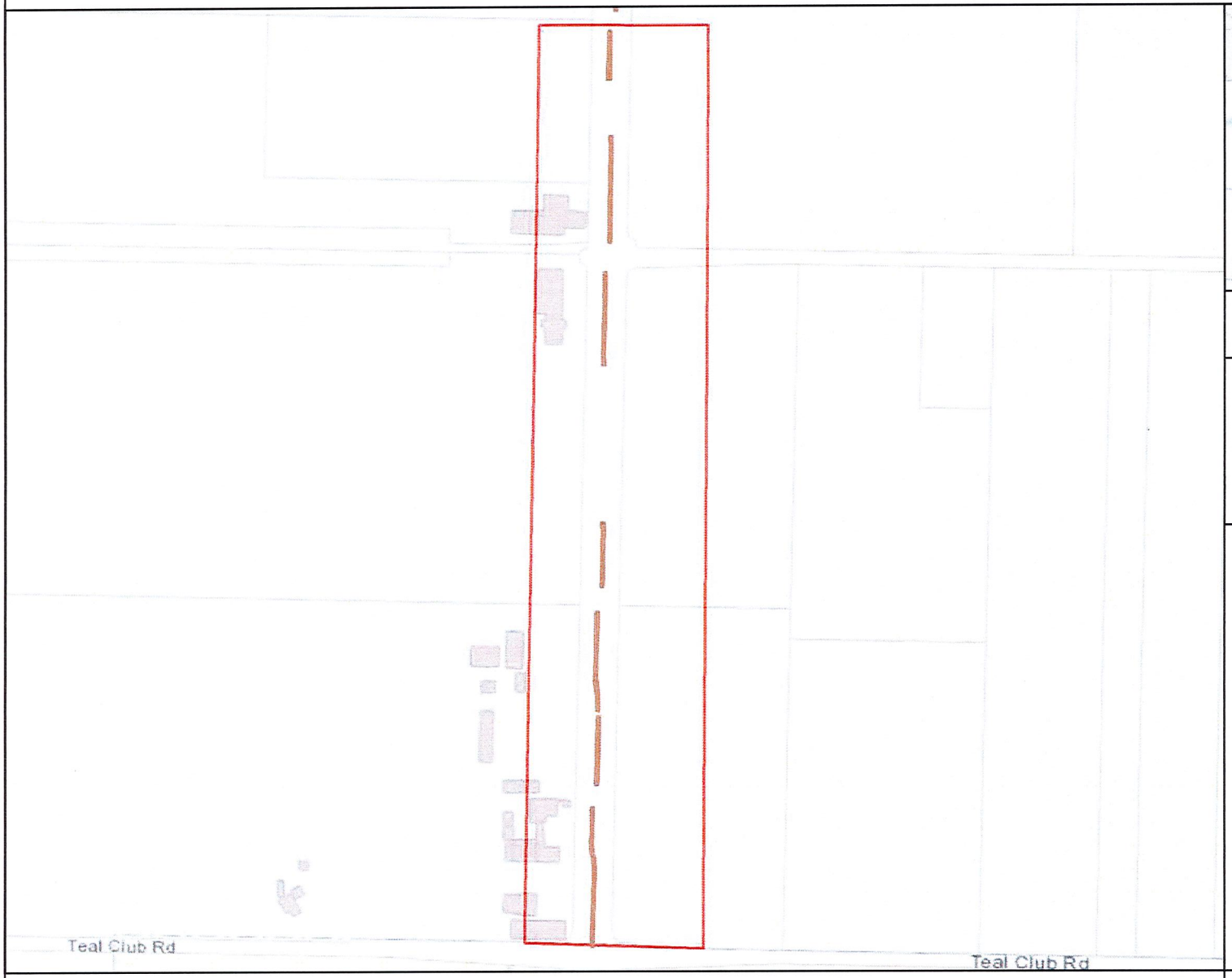
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

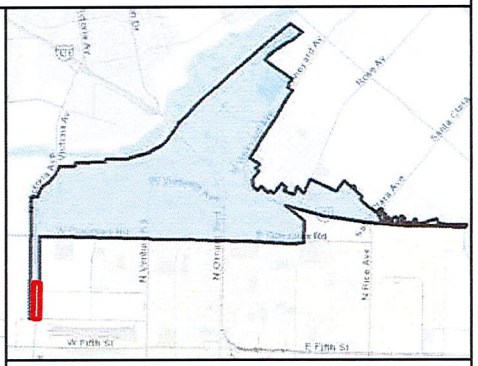
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 27 OF 33, VICTORIA 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,021 SQ FT
~0.18 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

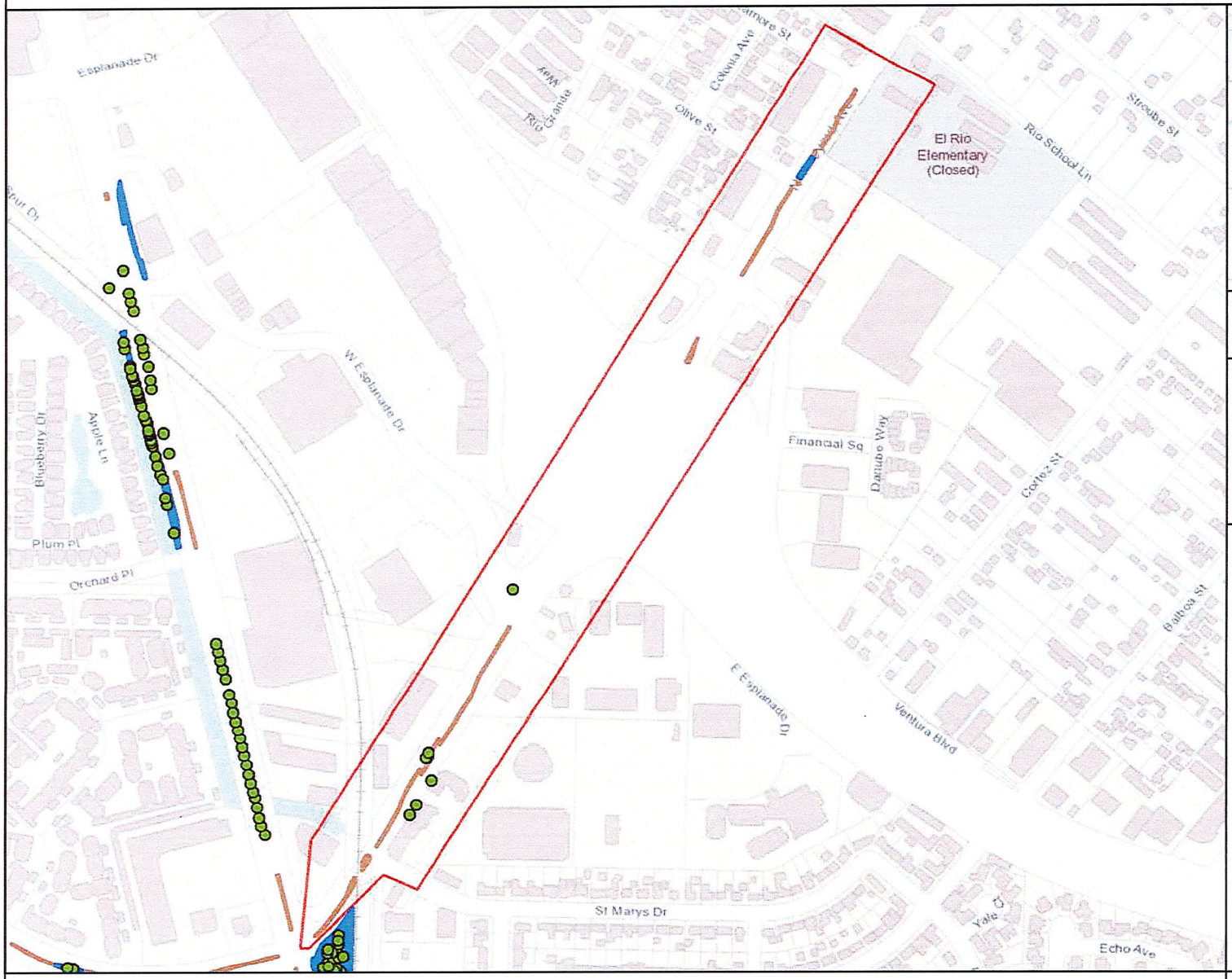
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

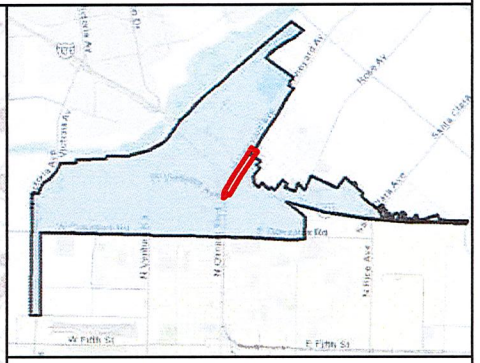
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 28 OF 33, VINEYARD 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,834 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,892 SQ FT
~0.23 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 1,600 Feet

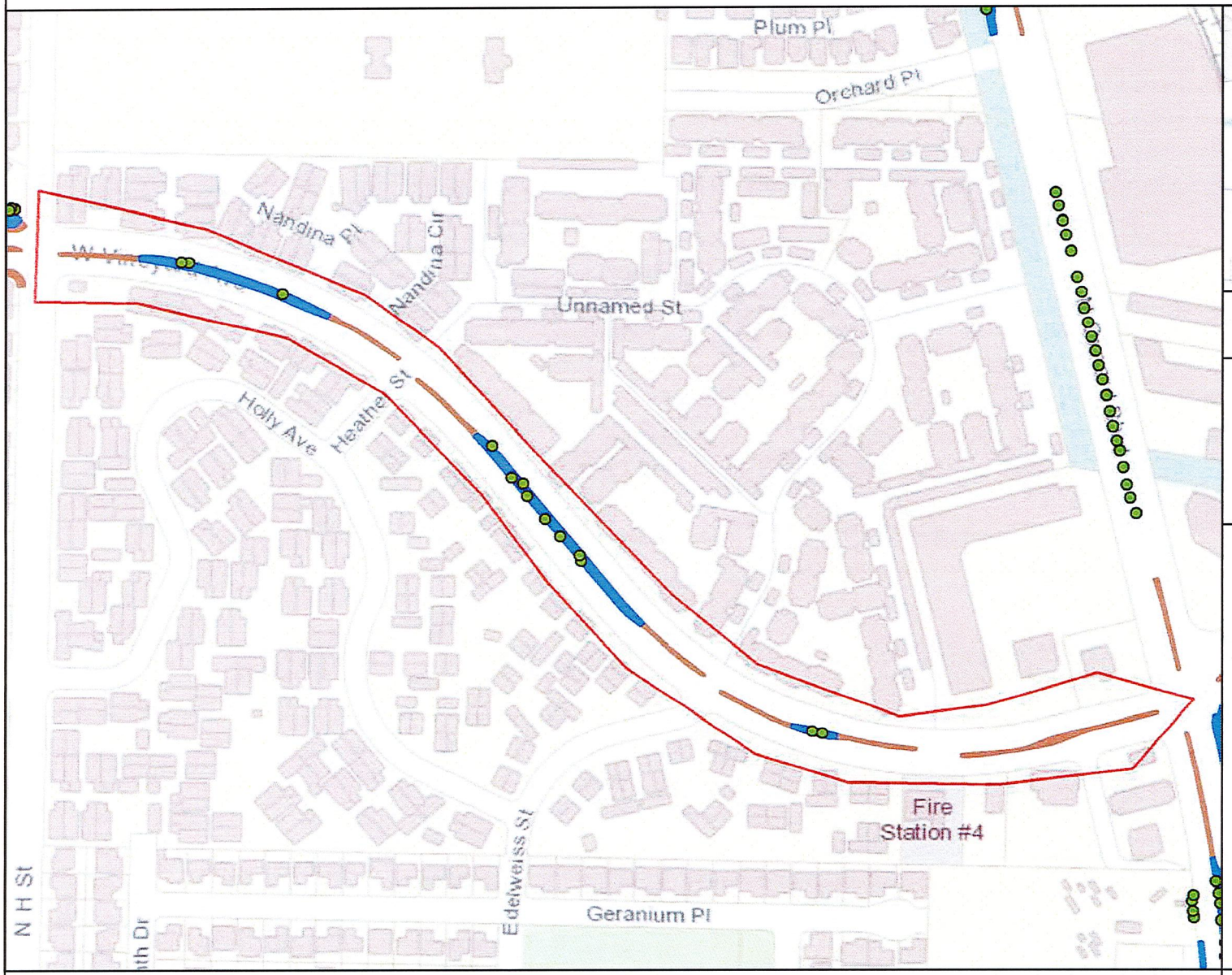
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

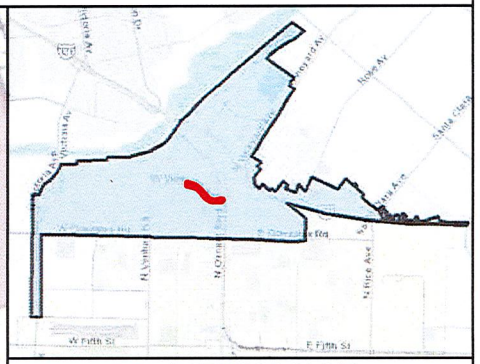
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 29 OF 33, VINEYARD 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,579 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,843 SQ FT
~0.18 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

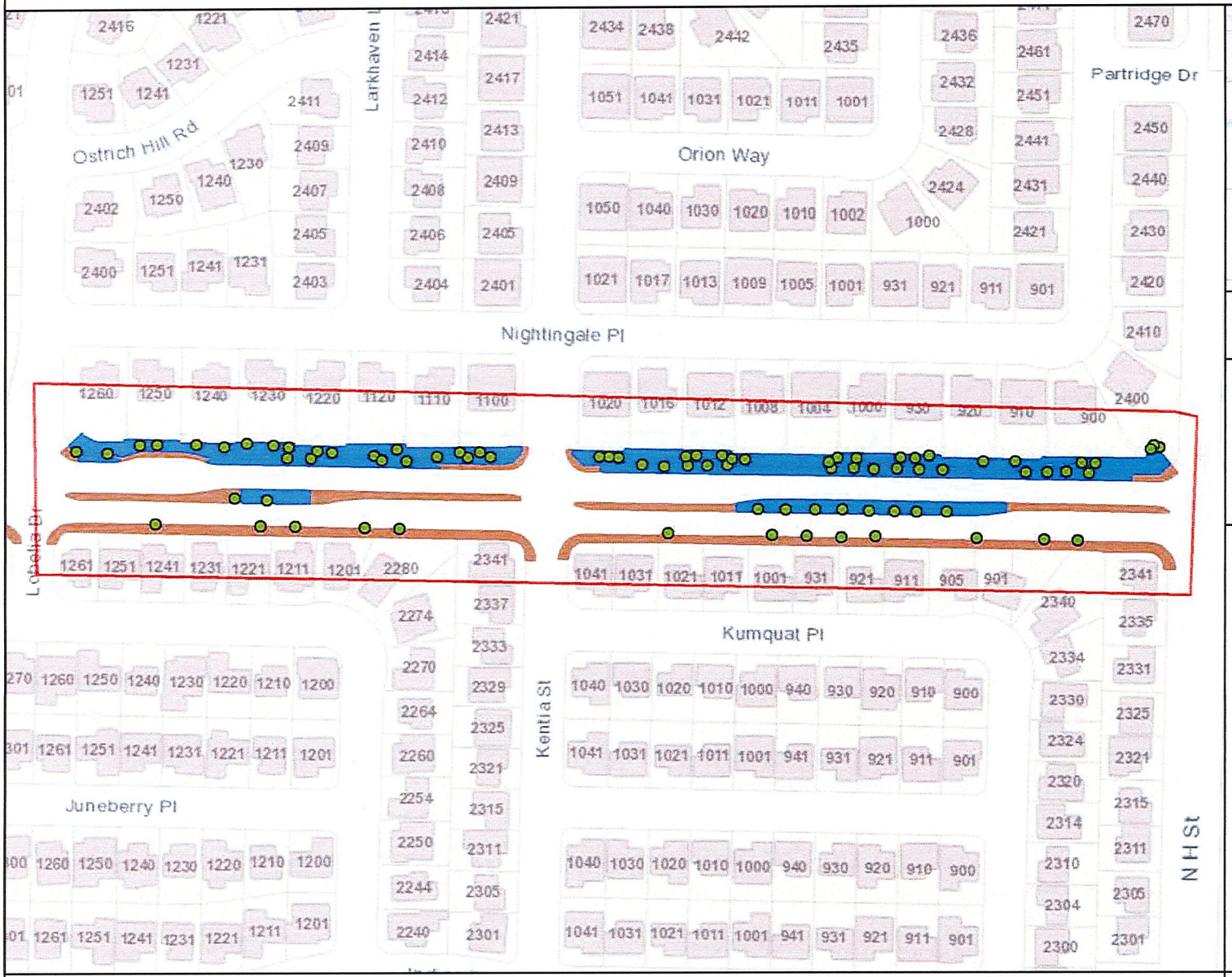
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

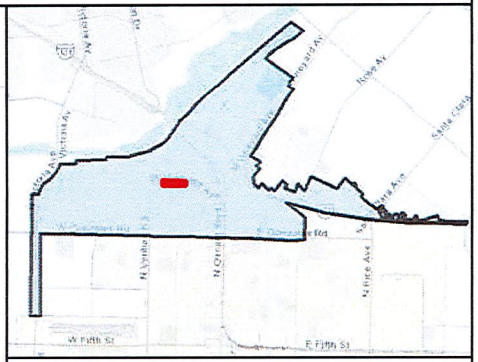
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 30 OF 33, VINEYARD 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~39,839 SQ FT
~0.91 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~33,497 SQ FT
~0.77 ACRES

PROJECT TREES:
81 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

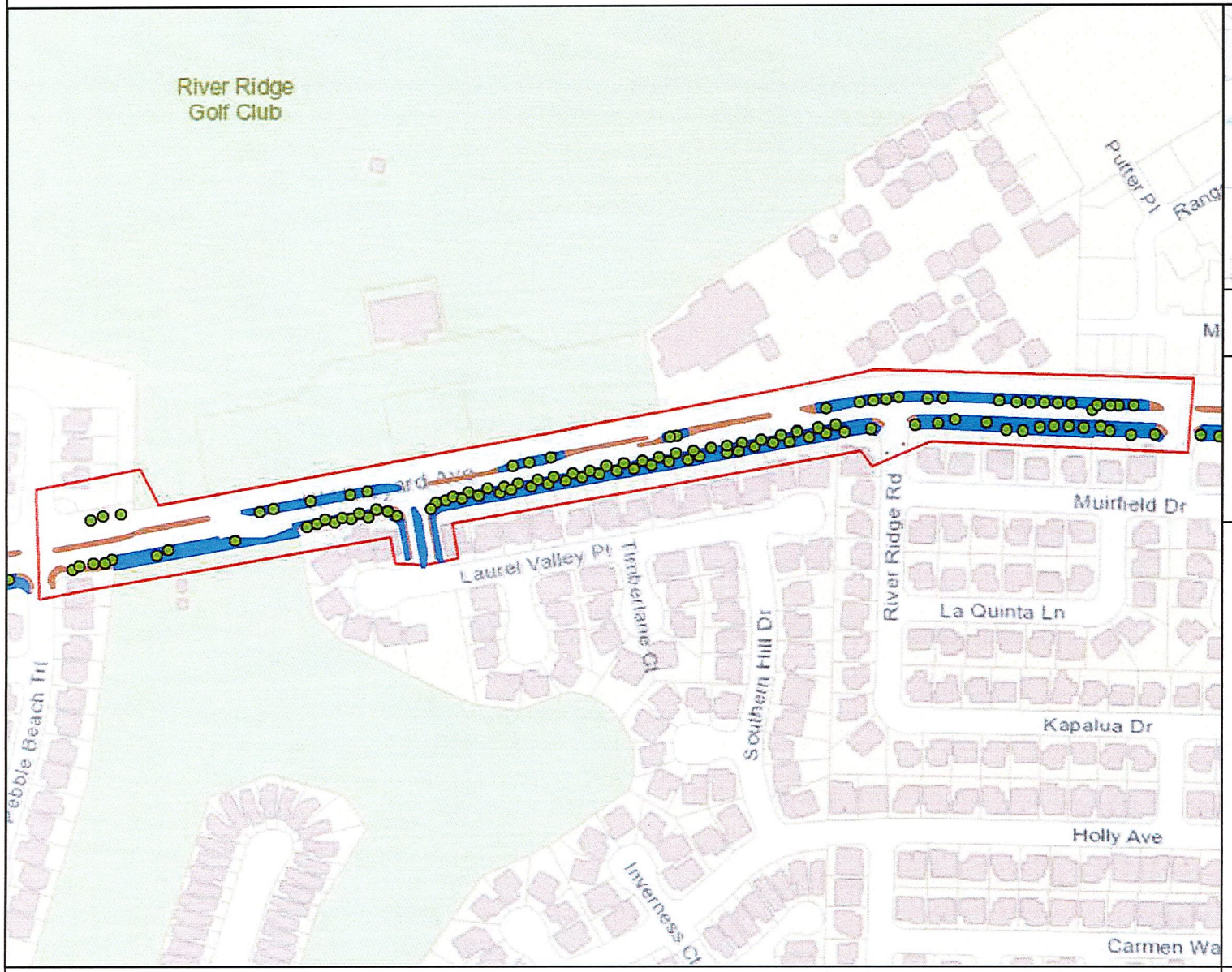
N W E S

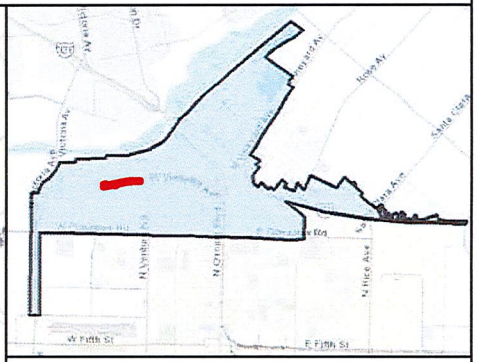
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 31 OF 33, VINEYARD 5





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~70,616 SQ FT
~1.62 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,918 SQ FT
~0.48 ACRES

PROJECT TREES:
114 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

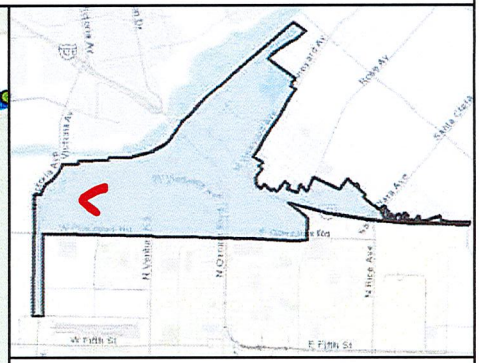
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 32 OF 33, VINEYARD 6





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~111,351 SQ FT
~2.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,844 SQ FT
~0.46 ACRES

PROJECT TREES:
270 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

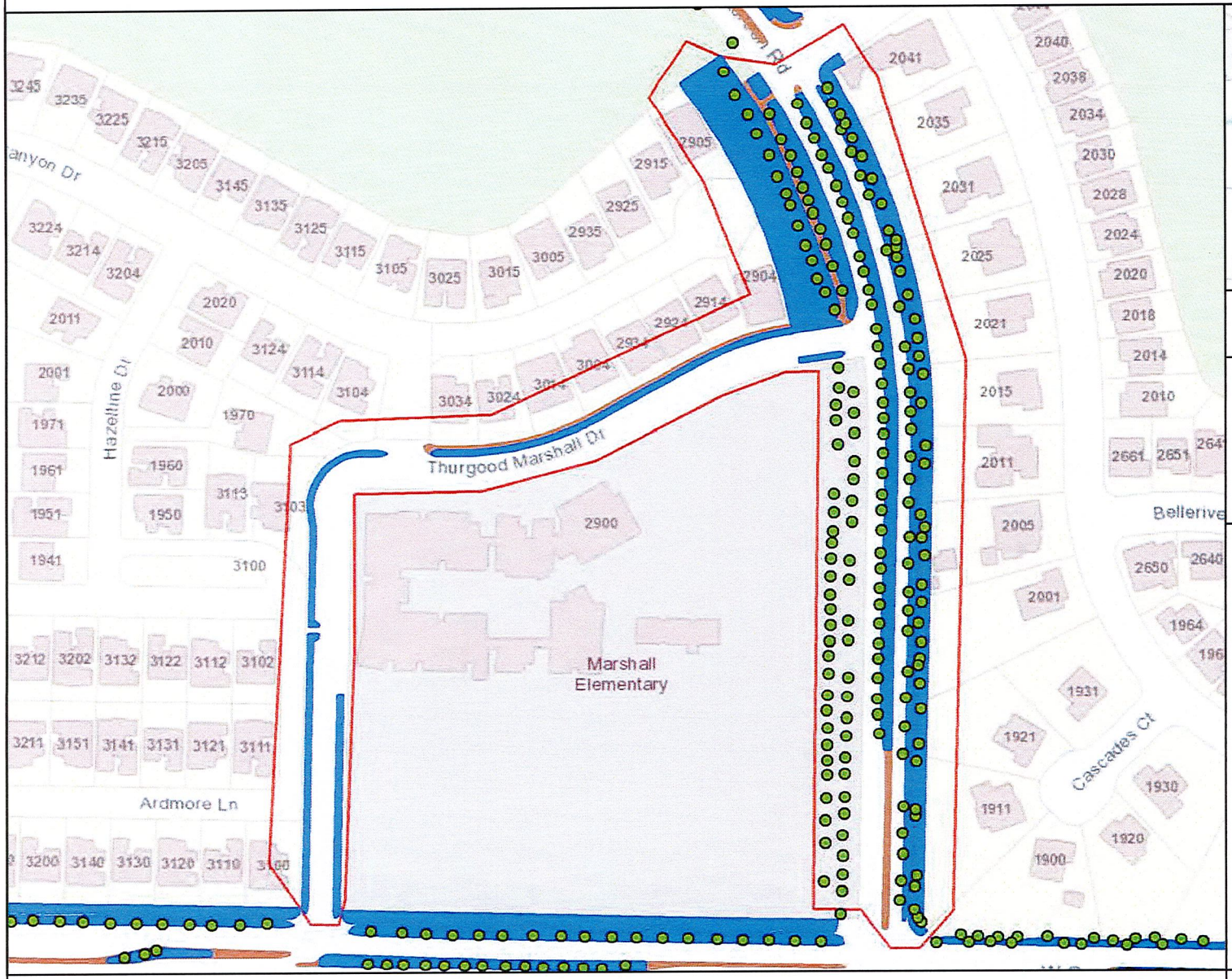
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

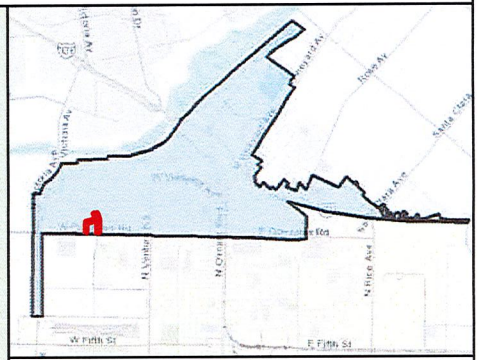
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 33 OF 33, VINEYARD 7/ THURGOOD MARSHALL





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~93,862 SQ FT
~2.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,964 SQ FT
~0.27 ACRES

PROJECT TREES:
181 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

N W E S

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscaping Maintenance, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on June 29, 2021, by City and Vendor.

City and Vendor agree as follows:

1. Section 3 of the Cover Page of the Agreement, is hereby amended to state: "Services: Landscape Maintenance located in Medians and Parkways within Region 1."

2. Section 4 of the Cover Page of the Agreement, is hereby amended to state: "Schedule of Services: Monthly Landscape Maintenance in Medians and Parkways; twice monthly mowing in Parkways within Region 1 of Location Map which is attached hereto and incorporated herein."

3. Section 6 of the Cover Page of the Agreement, is hereby amended to state: "Total Agreement Amount: $2,415,000.00"

4. The reference to the "Rates and Cost Exhibit" everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to "Rates and Cost Exhibit-June2022." The "Rates and Cost Exhibit" is hereby disincorporated; instead, the "Rates and Cost Exhibit-June 2022" is attached hereto and incorporated herein by this reference.

5. The reference to the "Region 1 Detail Maps" Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the attached "Region 1 Work Detail as of June 2022" Exhibit. The attached "Region 1 Work Detail as of June 2022" Exhibit is attached hereto and incorporated herein by this reference.

6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
9/6/22
DATE

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

CITY OF OXNARD

9-6-22

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ _____, Purchasing Manager
☐ _____, Buyer

GARCIA'S LANDSCAPING MAINTENANCE, INC.

6/13/22

Pablo Garcia, President[2] Date

6/13/22

Tenley Garcia, Secretary Date

ATTEST:

R. Chaparro 9/6/22

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

APPROVED AS TO FORM:

6/23/2022

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

1

2

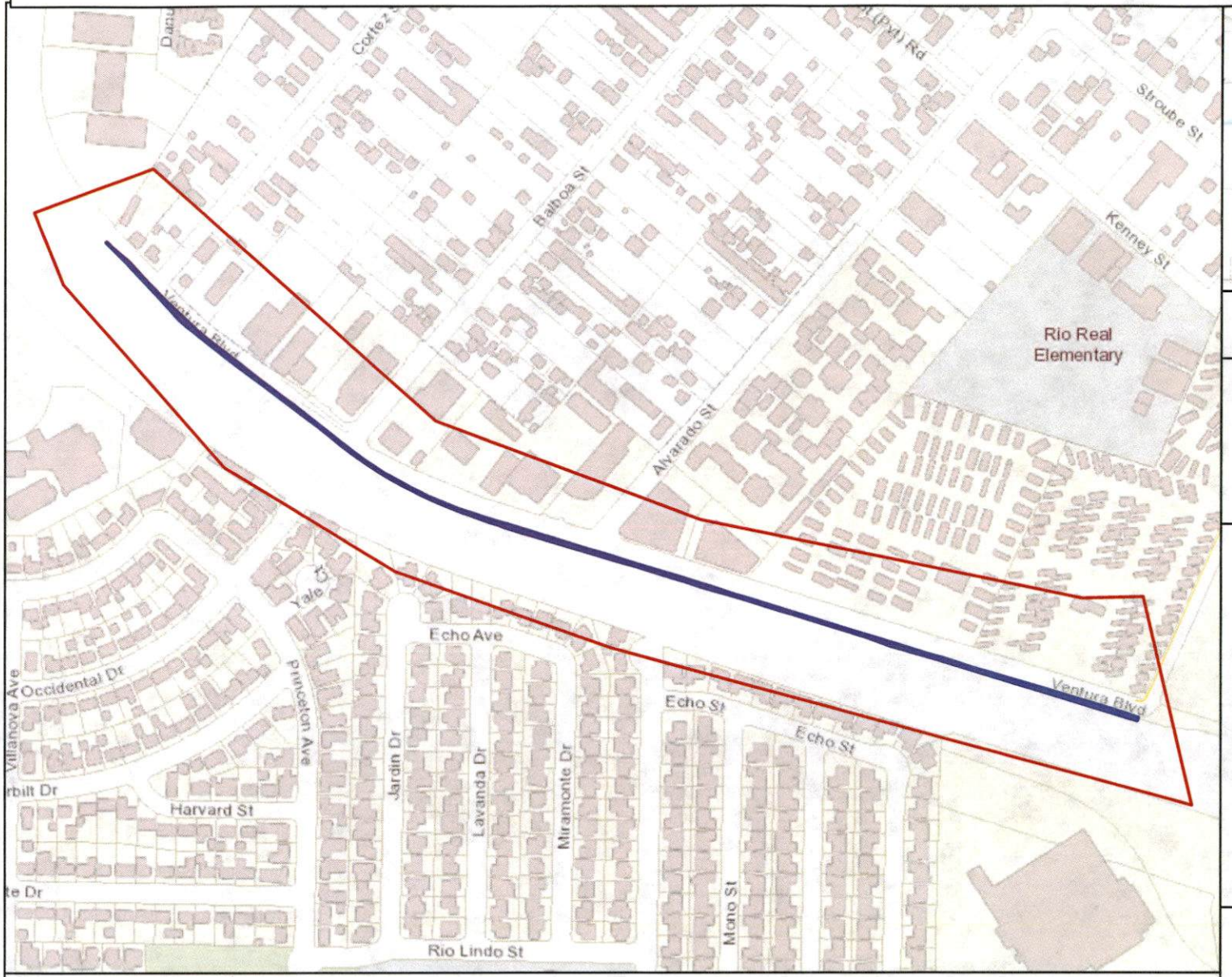
RATES AND COSTS EXHIBIT- JUNE 2022

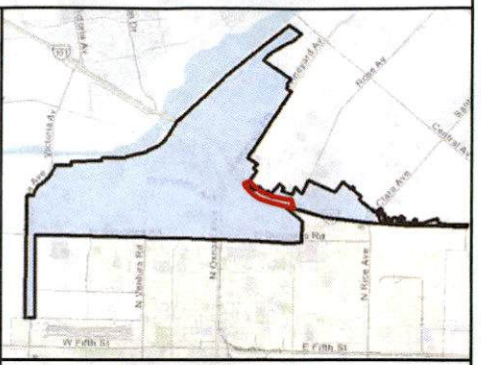
The Vendor shall provide twice monthly Landscape Maintenance Services within the City's Landscape Medians and Parkways located with Region 1

	Monthly Cost
Twice Monthly Service Region 1 Areas	$69,310
Non-Selective herbicide applicate	$225/acre
Hourly Rate for as-needed tasks	$40.00/hour
Material markup rate for as-needed tasks	15%

REGION 1 WORK DETAIL
AS OF JUNE 2022

REGION 1 WORK DETAIL: PAGE 1 OF 17, AUTO CENTER/VENTURA BLVD 1





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~27,561.23 SQ FT
~0.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

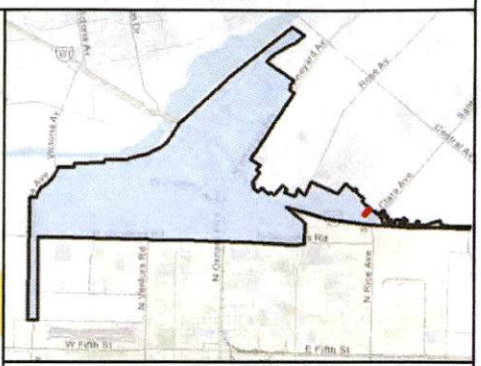
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK DETAIL:** PAGE 2 OF 17, AUTO CENTER/VENTURA BLVD 3





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,098.85 SQ FT
~0.09 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

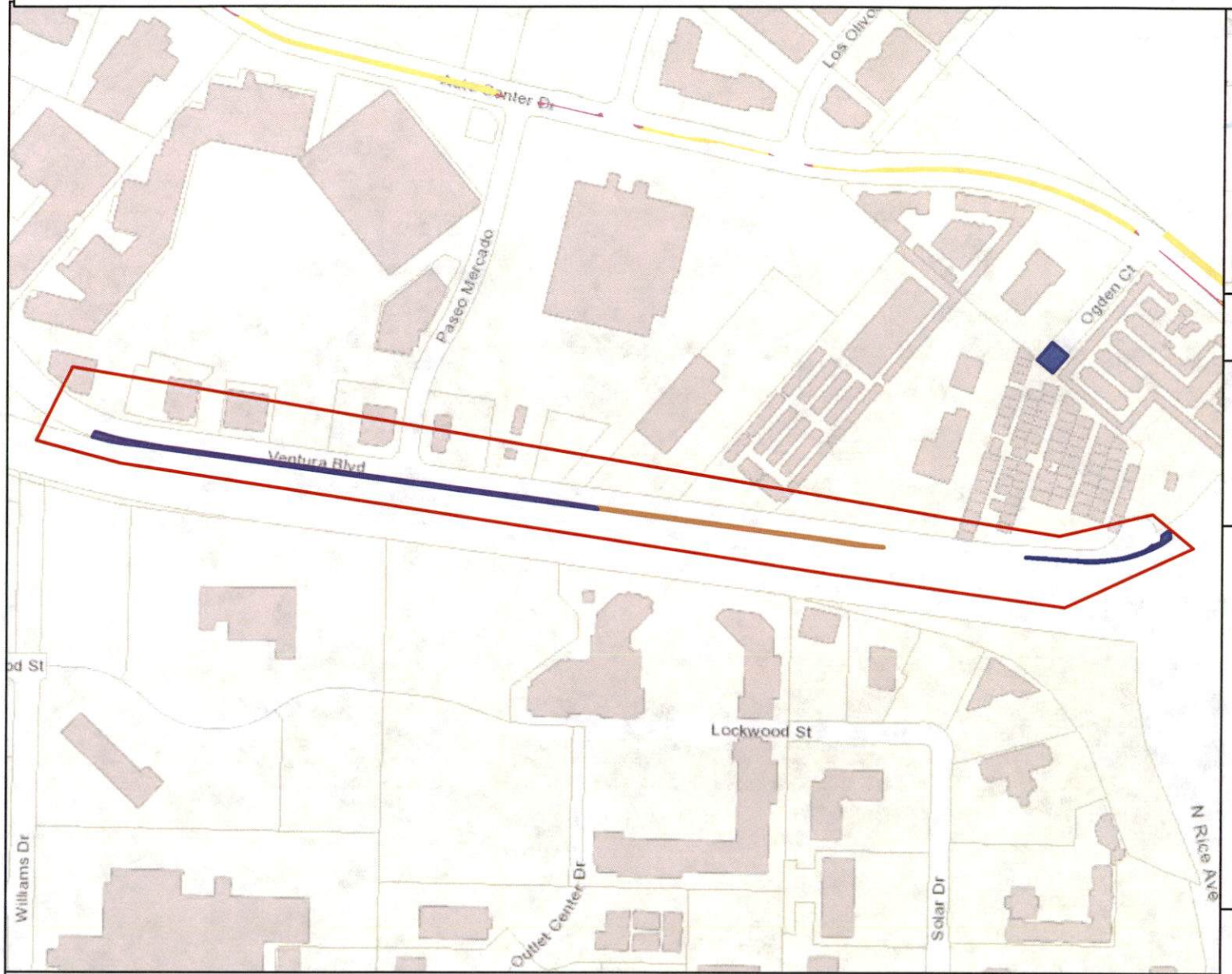
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

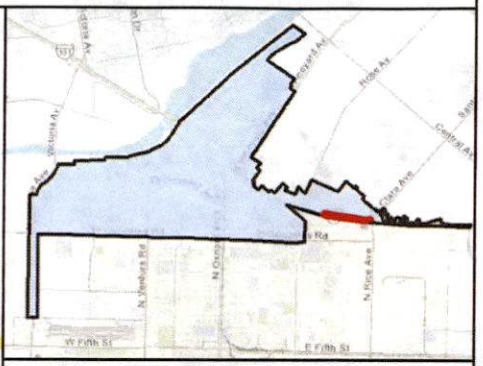
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK** DETAIL: PAGE 3 OF 17, AUTO CENTER/VENTURA BLVD 5





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,731.51 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,234.04 SQ FT
~0.1 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

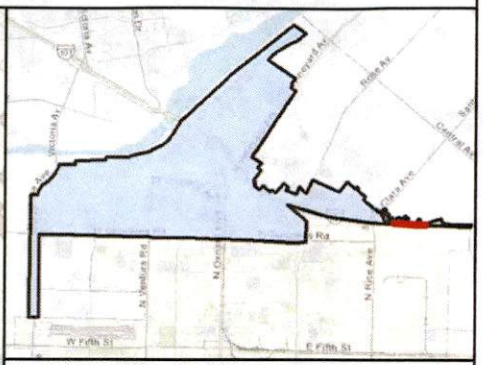
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK** DETAIL : PAGE 4 OF 17, AUTO CENTER/VENTURA BLVD 6





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~18,214.43 SQ FT
~0.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Landscape to bid on
Hardscape to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 Feet

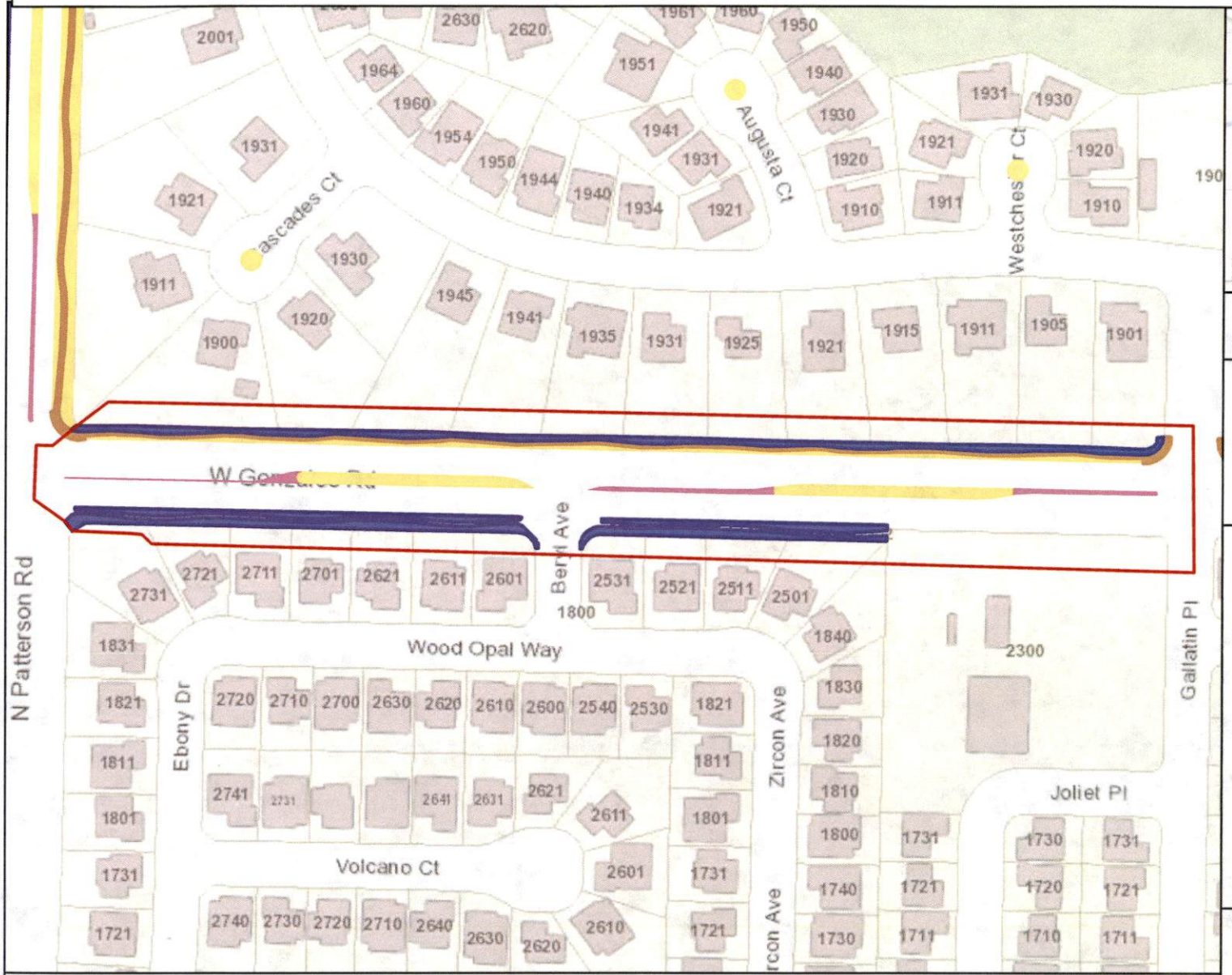
N

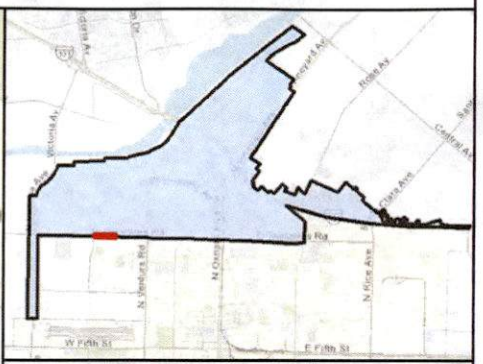
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK** DETAIL: PAGE 5 OF 17, GONZALES 03





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~25,040.02 SQ FT
~0.57 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,706.48 SQ FT
~0.18 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

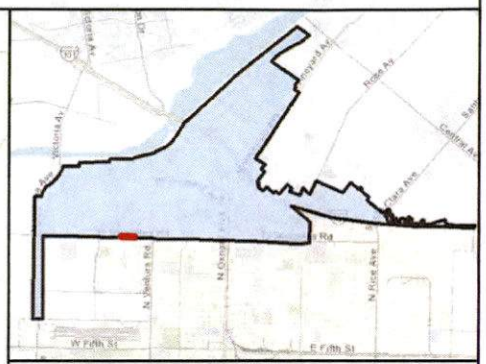
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK** DETAIL: PAGE 6 OF 17, GONZALES 04





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,192.45 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,411.51 SQ FT
~0.17 ACRES

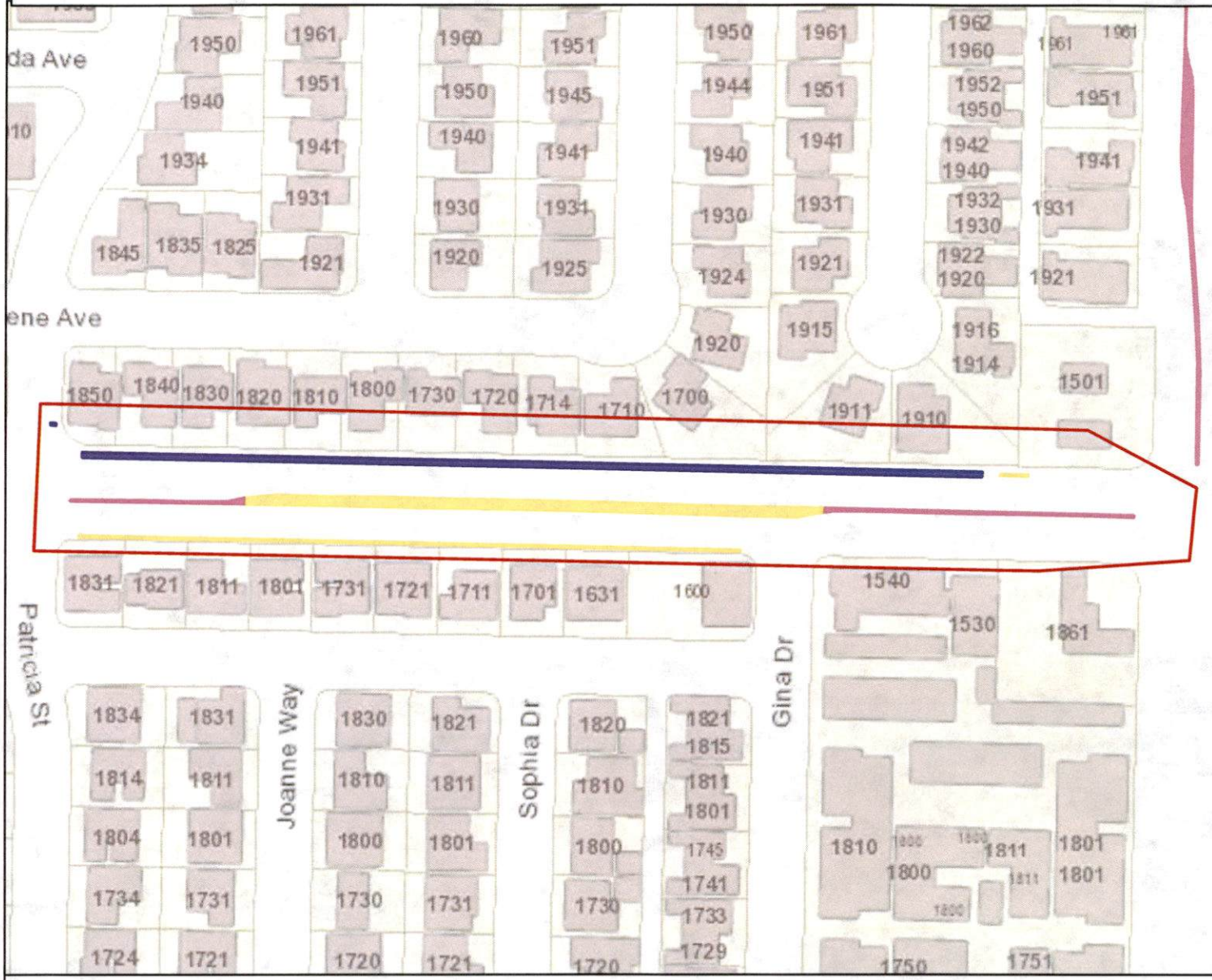
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

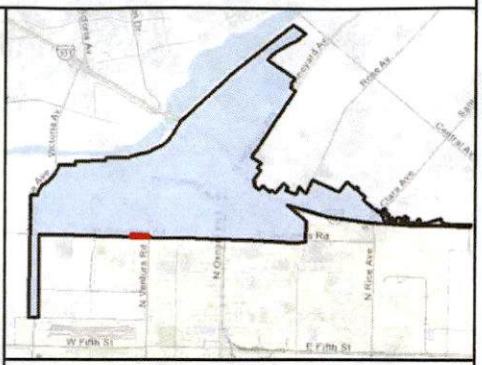
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK** DETAIL: PAGE 7 OF 17, GONZALES 05





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,248.44 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 Feet

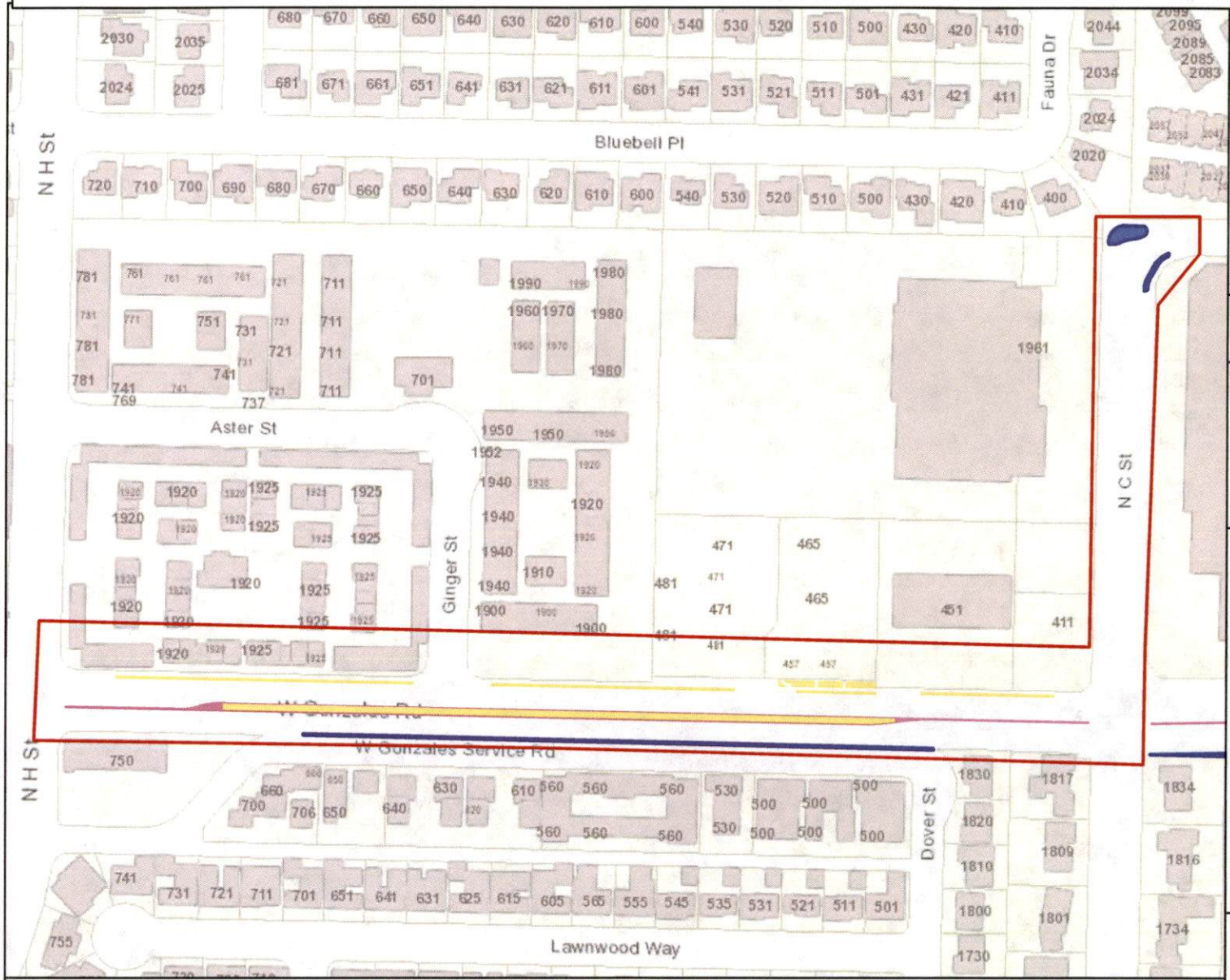
N

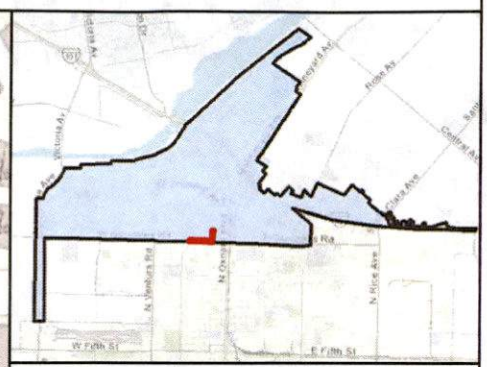
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK** DETAIL: PAGE 8 OF 17, GONZALES 08





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,195.9 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

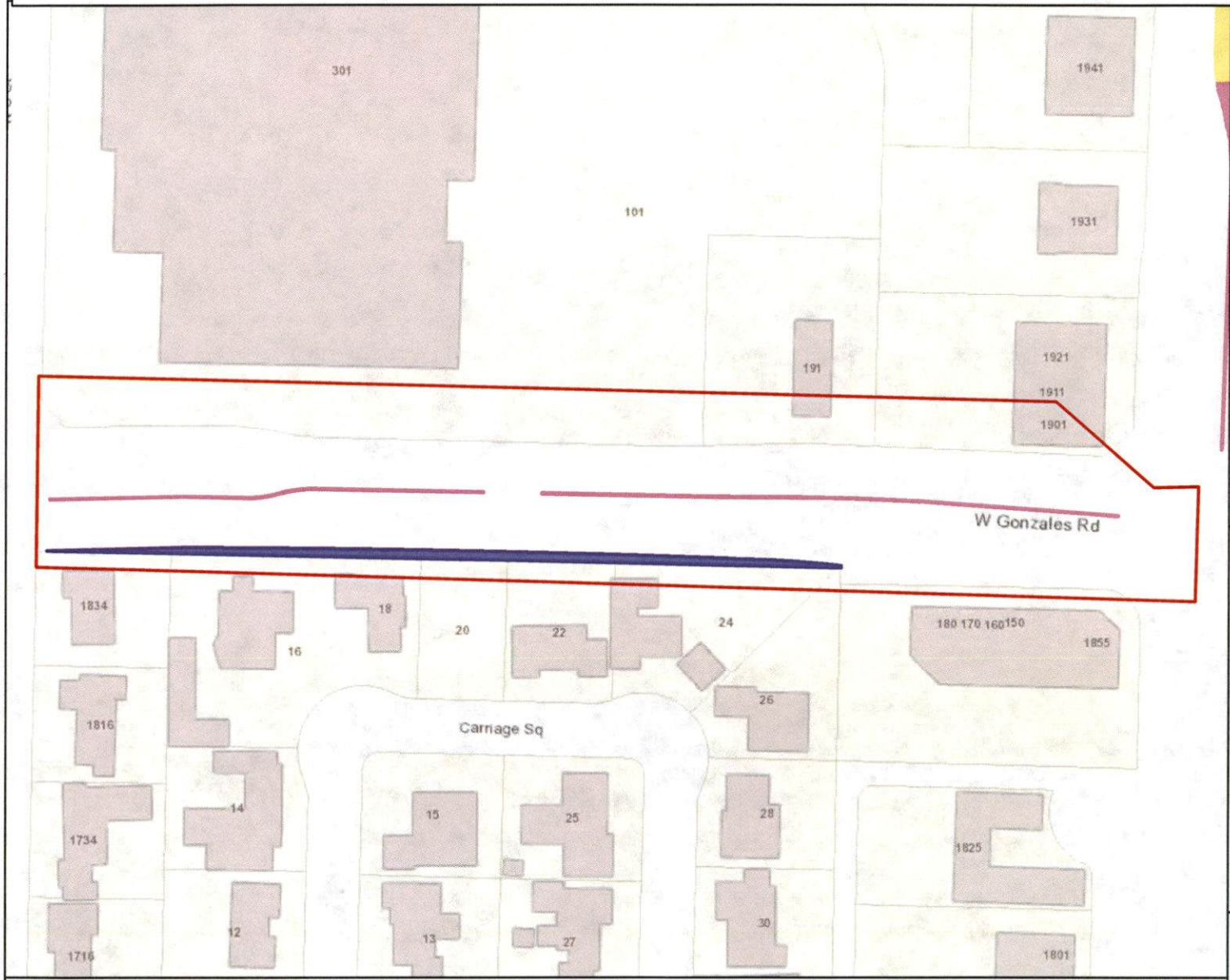
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

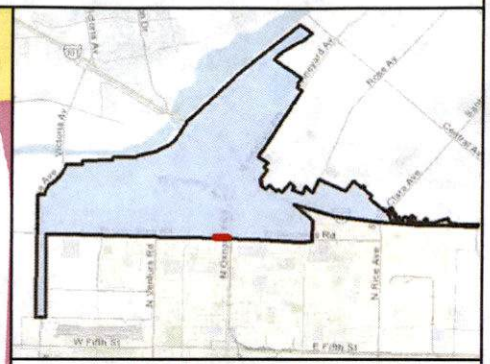
OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK** DETAIL: PAGE 9 OF 17, GONZALES 09





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,266.01 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

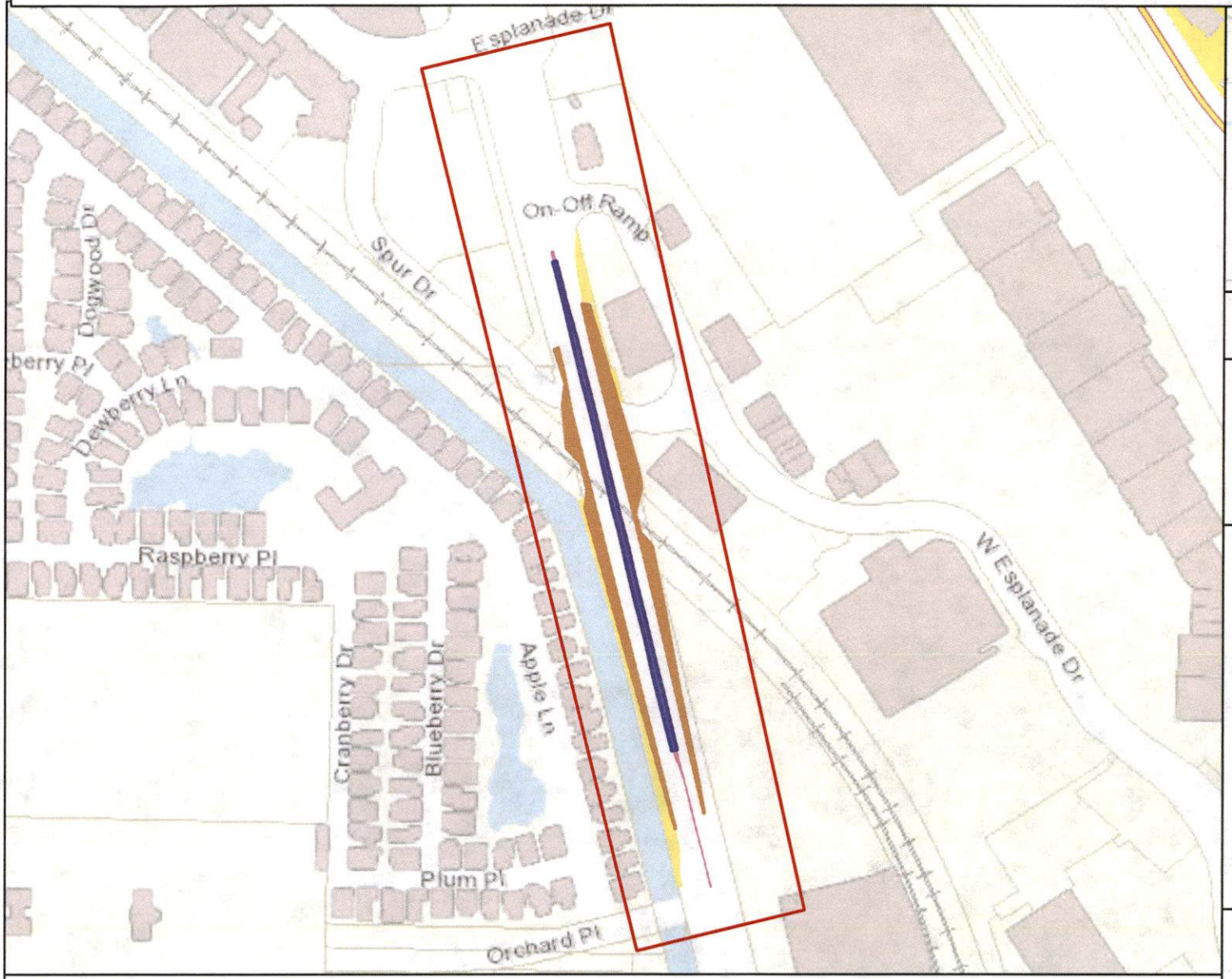
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

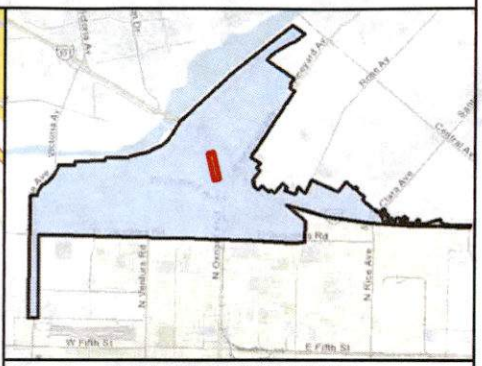
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK** DETAIL: PAGE 10 OF 17, OXNARD BL 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,160.42 SQ FT
~0.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~29,054.9 SQ FT
~0.67 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 Feet

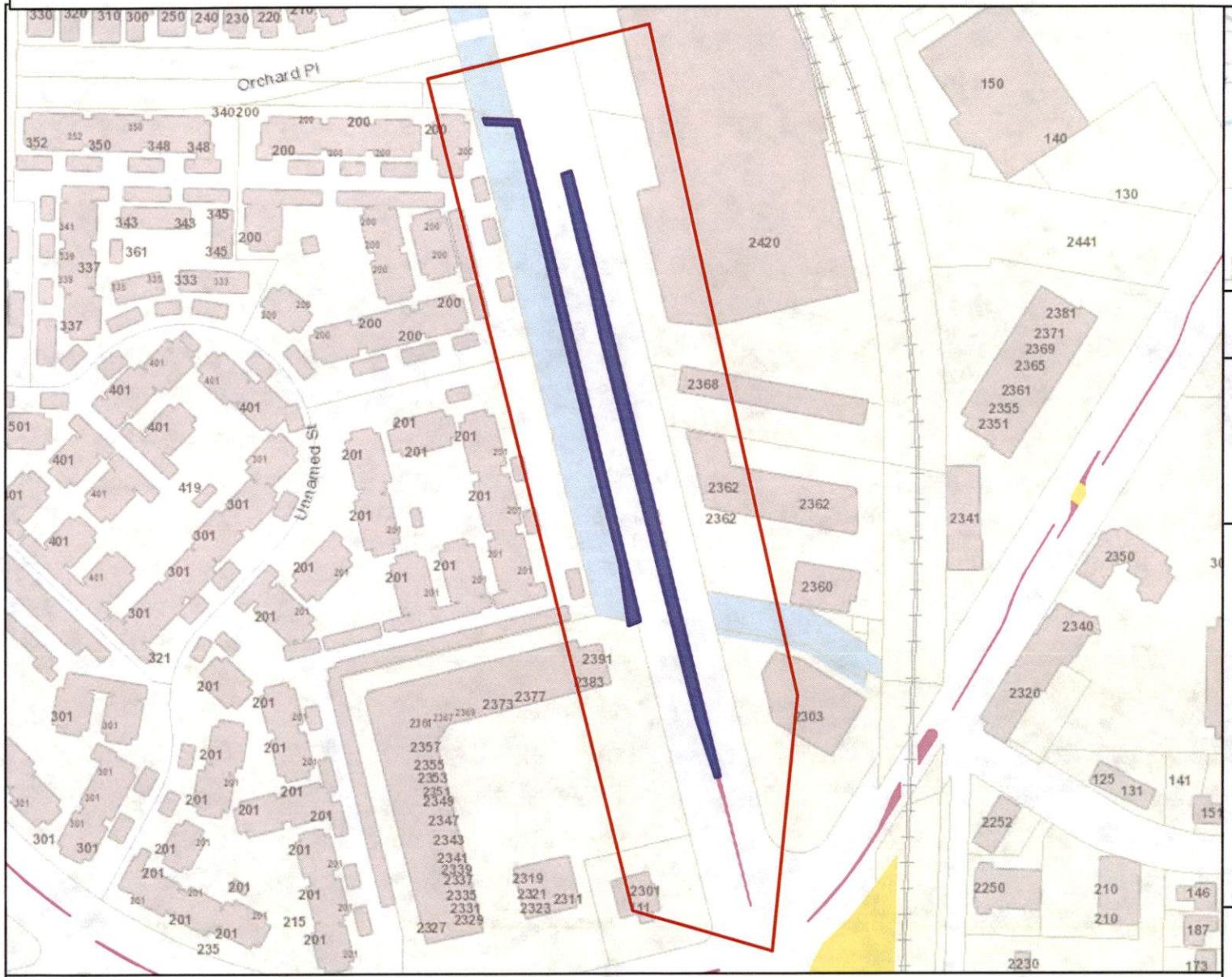
N

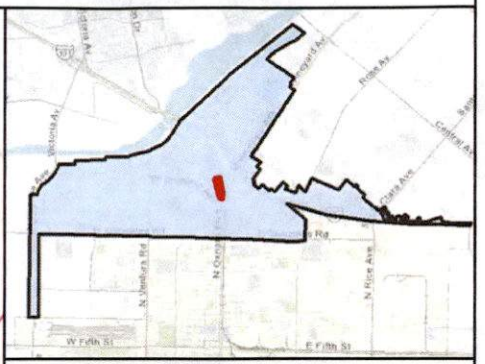
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK** DETAIL: PAGE 11 OF 17, OXNARD BL 3





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,549.49 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

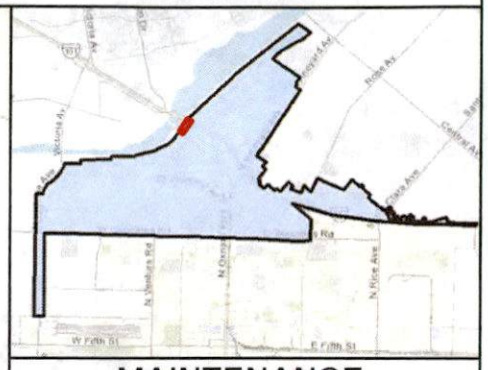
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK** DETAIL: PAGE 12 OF 17, VENTURA 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,368.43 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,583.68 SQ FT
~0.15 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

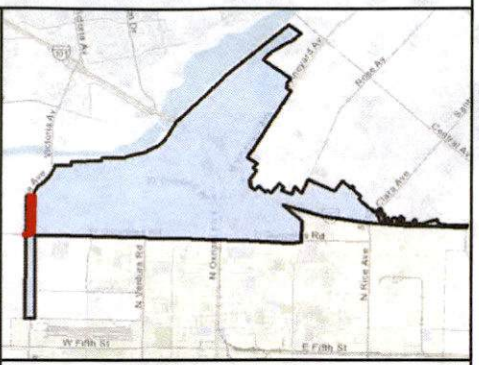
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK** DETAIL: PAGE 13 OF 17, VICTORIA 1





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,136.43 SQ FT
~0.6 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,353.37 SQ FT
~0.05 ACRES

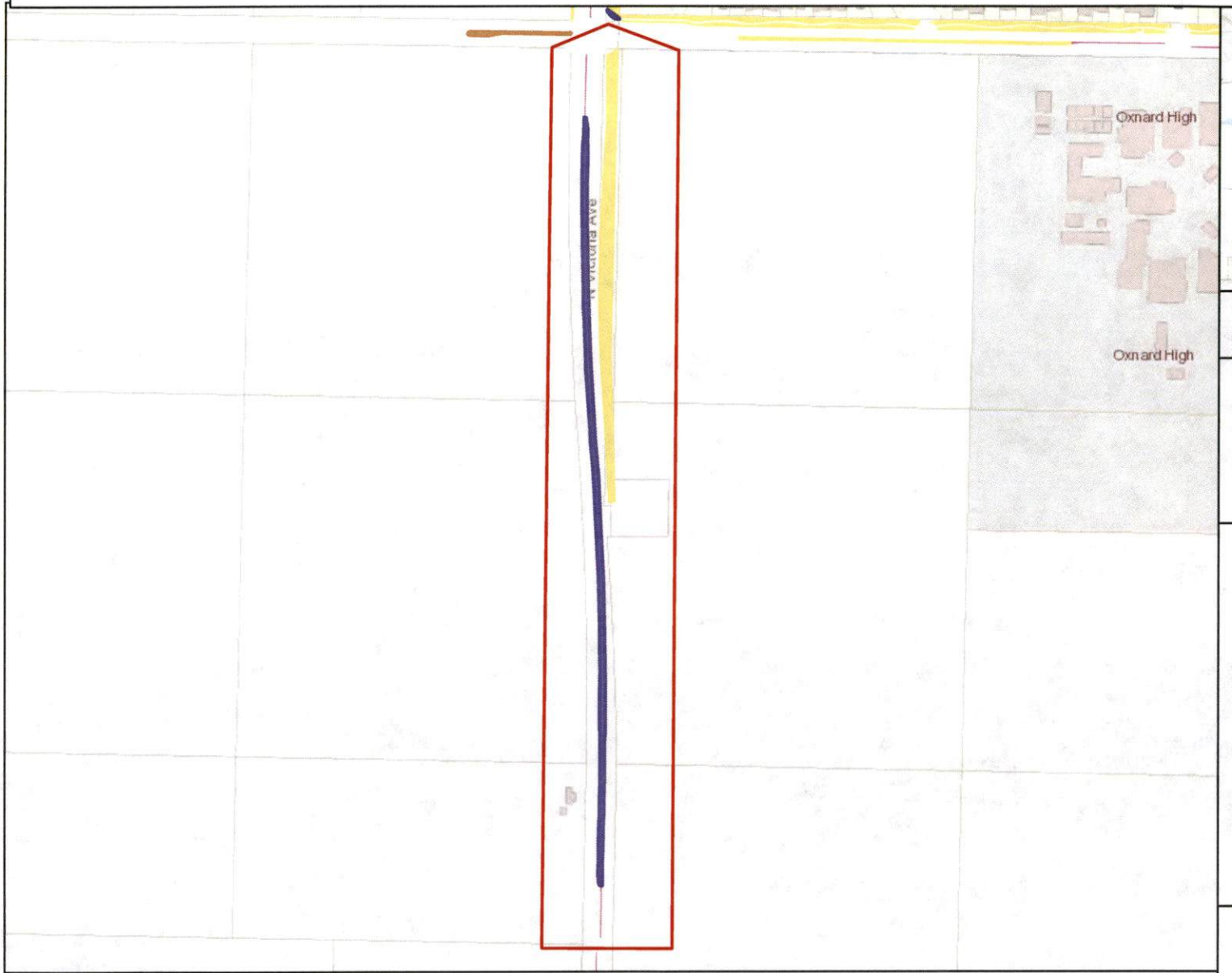
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

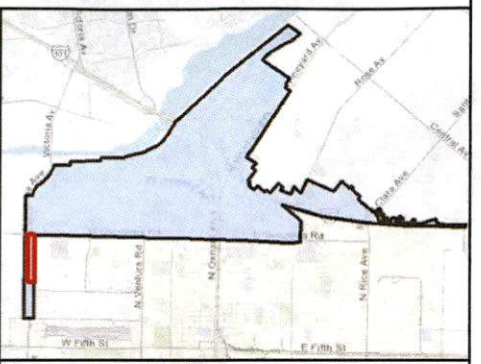
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK** DETAIL: PAGE 14 OF 17, VICTORIA 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~46,940.5 SQ FT
~1.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 3600 3800 4000 4200 Feet

N

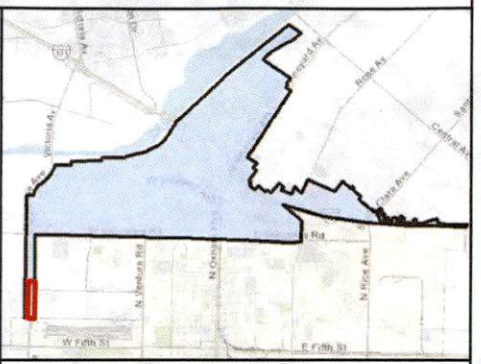
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK** DETAIL: PAGE 15 OF 17, VICTORIA 3





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,757.07 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

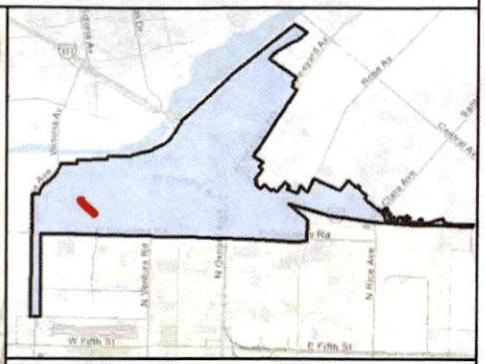
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK** DETAIL: PAGE 16 OF 17, VINEYARD 6





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,497.1 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,782.36 SQ FT
~0.48 ACRES

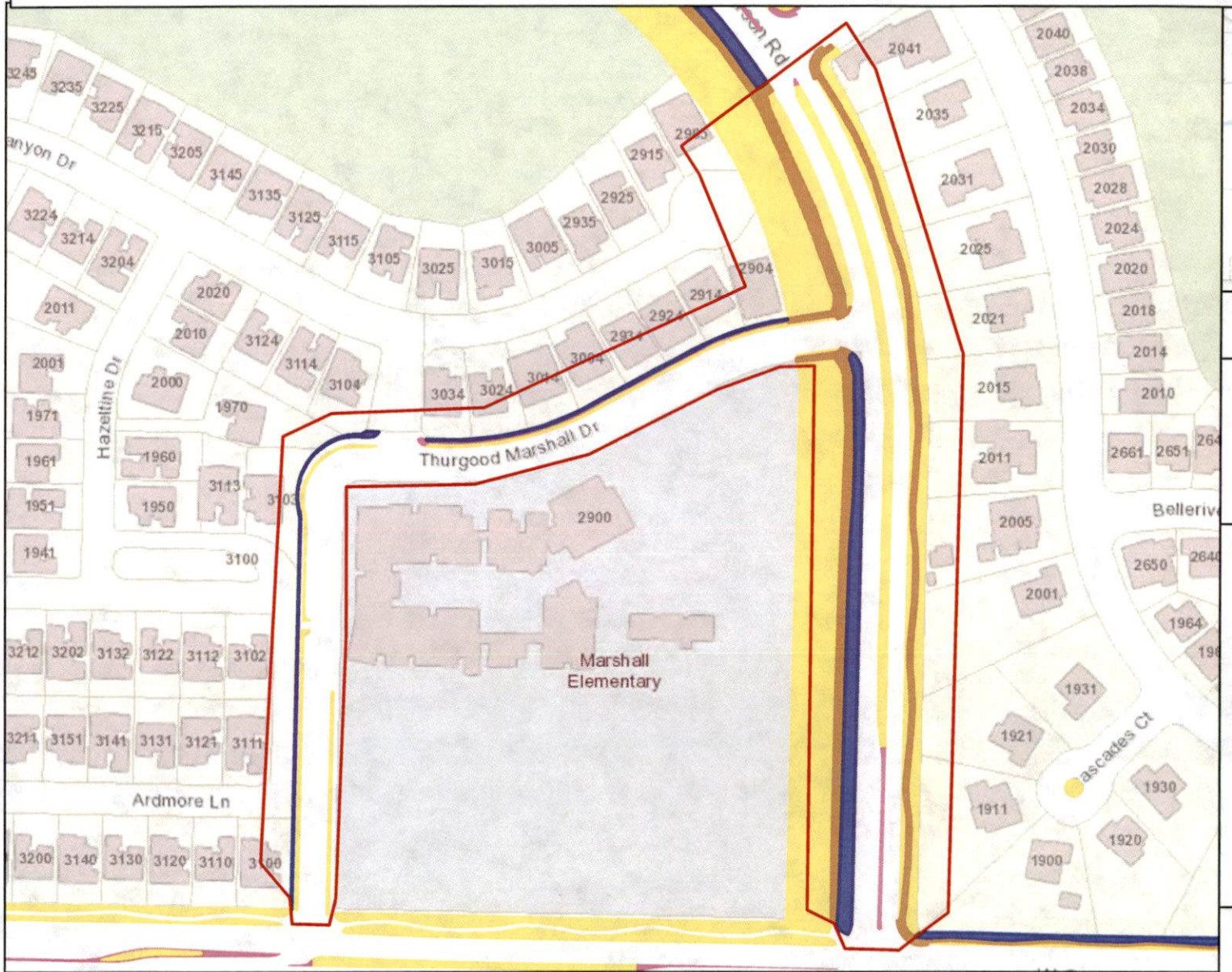
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

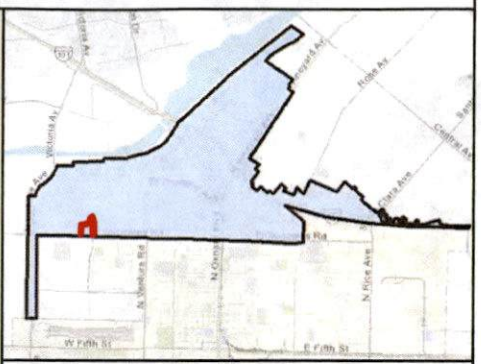
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 **WORK** DETAIL: PAGE 17 OF 17, VINEYARD 7/ THURGOOD MARSHALL





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,424 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~25,731.76 SQ FT
~0.59 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: August 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Monthly Landscaping Maintenance located in Median ways located within Region 2

(4) Schedule of Services: Monthly Landscaping Maintenance located in Median ways located within Region 2 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $2,125,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Luis Valenzuela

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Mariposa Landscapes,
Inc Attn: Luis Valenzuela
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

luisv@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Region 2 Detail Maps
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 M3(2)
DATE

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6-29-21

■ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

MARIPOSA LANDSCAPES, INC.

06/07/2021

Terry Noriega, President[2] Date

06/07/2021

Antonio Valenzuela, Secretary Date

ATTEST:

R. Chaparro 6/29/21

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 6-9-21

Stephen M. Fischer, City Attorney (always required) Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

- Safety Data Sheet (SDS)
- Product Specimen Label
- Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance. Use of articulating flail mowers may be used upon prior approval of the Project Manager and an approved traffic plan.

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew assignments, specifying the areas which are to be serviced.

Work will not be performed adjacent to residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager prior to application. Vendor shall notify the Project Manager three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All medians and parkways shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager. The use of a skid sprayer or towable sprayer may be used upon prior approval of the Project Manager.

I. Weed Abatement

All weed abatement of vacant parcels not listed in the Scope of Work shall be negotiated separately from this Contract. Treatments of non-selective herbicide shall be performed at a minimum of one acre at the cost per acre as provided by the contractor within this Agreement.

J. Vertebrate Control

Any vertebrate problem is to be addressed monthly until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for approval.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. In areas of large monotypic connected shrubs, such as along certain railroad right-of-ways, equipment such as articulating flail mowers may be used upon prior approval of the Project Manager. Faded or dead flower heads or their stalks and plant leaves shall be removed on a monthly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager . Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager. Mowing shall occur once a month. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager.

M. Tree Maintenance

Tree pruning will be the responsibility of the City. Vendor will be responsible for the clearing and disposal of any limbs, branches, palm fronds, fruit clusters, and/or any other vegetation that collects at the base of trees and within the median and/or hardscape areas.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

Items beyond routine tasks, including but not limited to, mulch installation/ replacement, removal/replacement of existing plantings, landscape and/or hardscape replacement work performed by the Vendor shall be compensated by the City on a time and material basis. Work performed under this section shall only be completed with written authorization for the City's designated Project Manager.

It is the intent of the City to renovate the parkways and median through the removal of ornamental turf and reduction of plantings for water conservation.

P. Vandalism, Theft and Graffiti

All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage

All storm damage shall be the responsibility of the City.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties

Vendor shall be accountable for condition of work performed under this Contract.

V. Daily Work Tickets

Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in parkways and medians
7. Take extended breaks while at City facilities

Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Quantity

Not applicable.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

Invoicing

Each monthly invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 9:00 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

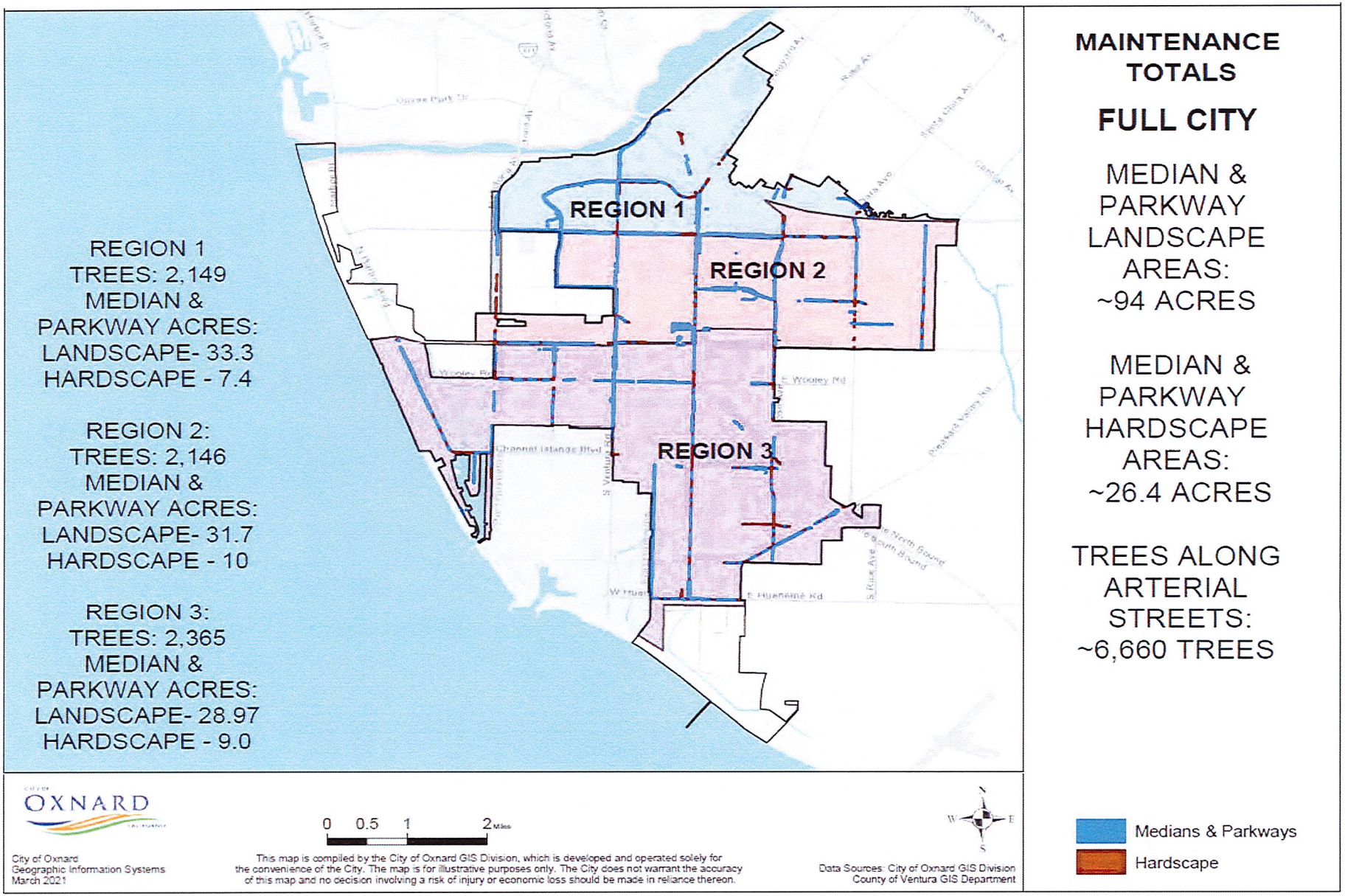
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

The Vendor shall provide monthly Landscape Maintenance Services within the City's Medians located in Region 2

	Monthly Cost
Region 2	**$54,864.00**
Non-Selective herbicide applicate	**$1,800/acre**
Hourly Rate for as-needed tasks	**$40.00/hour**
Material markup rate for as-needed tasks	**15%**


REGION 1
TREES: 2,149
MEDIAN & PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4
REGION 2:
TREES: 2,146
MEDIAN & PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10
REGION 3:
TREES: 2,365
MEDIAN & PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0
REGION 1
REGION 2
REGION 3
MAINTENANCE TOTALS
FULL CITY
MEDIAN & PARKWAY LANDSCAPE AREAS:
~94 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS:
~26.4 ACRES
TREES ALONG ARTERIAL STREETS:
~6,660 TREES
OXNARD
0 0.5 1 2 Miles
City of Oxnard
Geographic Information Systems
March 2021
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department
Medians & Parkways
Hardscape

INSURANCE EXHIBIT
Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim

administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY n) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
_____
Telephone: (___) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent☐ Underwriter ☐ ___

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

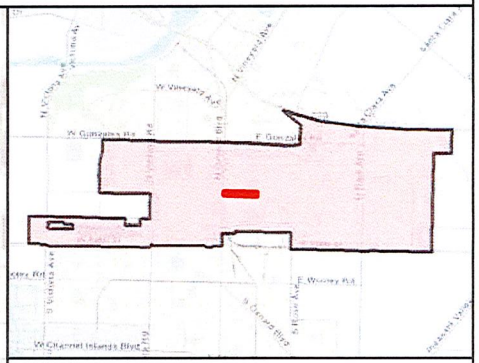
d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

REGION 2 WORK DETAIL: PAGE 1 OF 49, CAMINO DEL SOL 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~106,882 SQ FT
~2.45 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~19,113 SQ FT
~0.44 ACRES

PROJECT TREES:
252 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

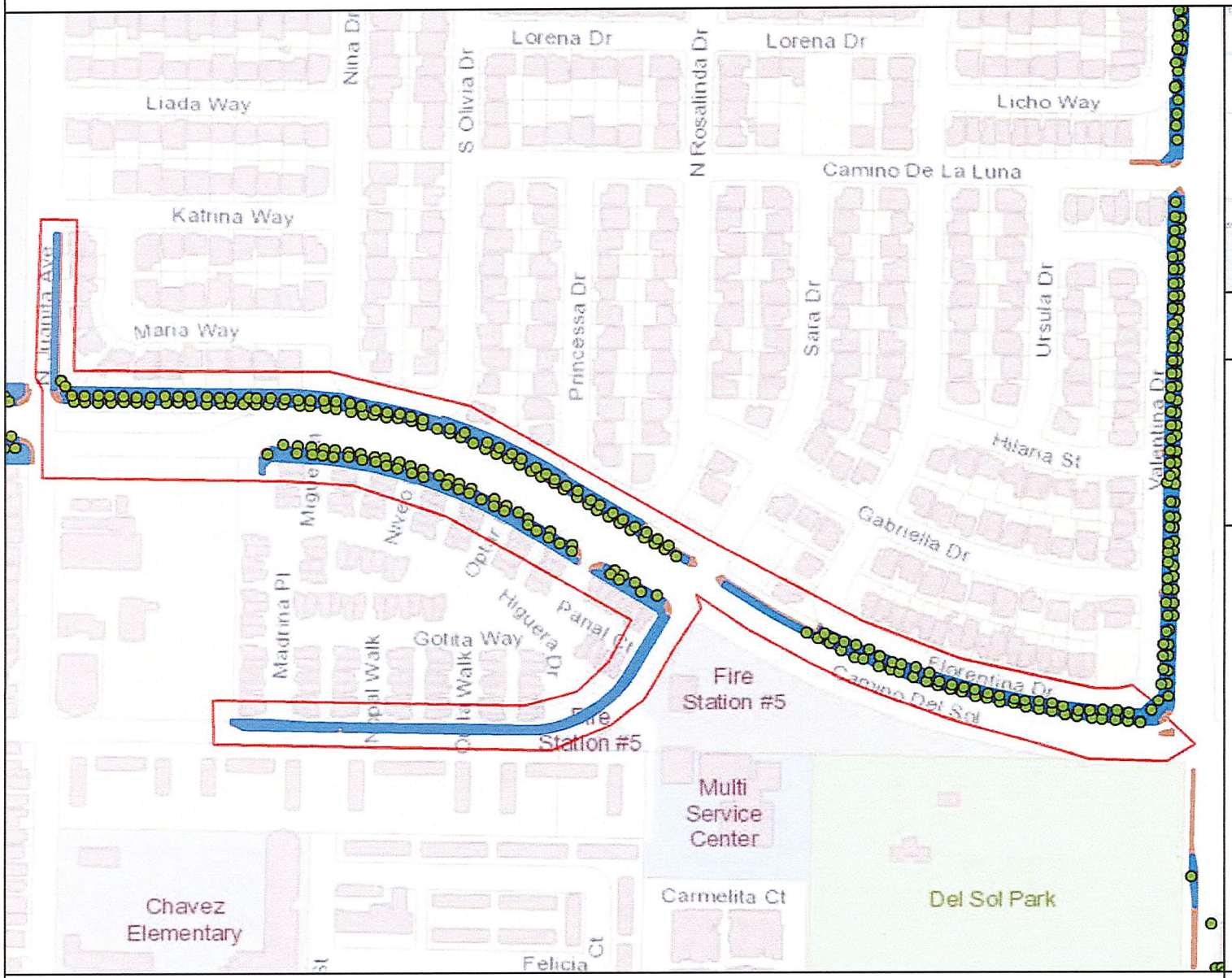
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

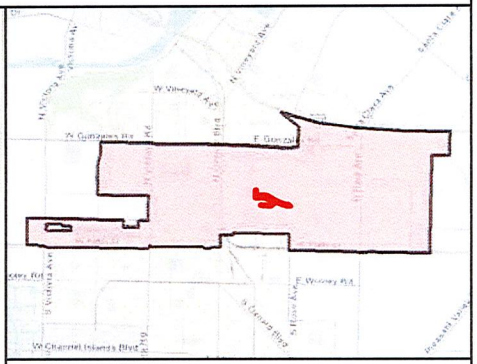
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 2 OF 49, CAMINO DEL SOL 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~101,928 SQ FT
~2.34 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~29,362 SQ FT
~0.67 ACRES

PROJECT TREES:
206 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

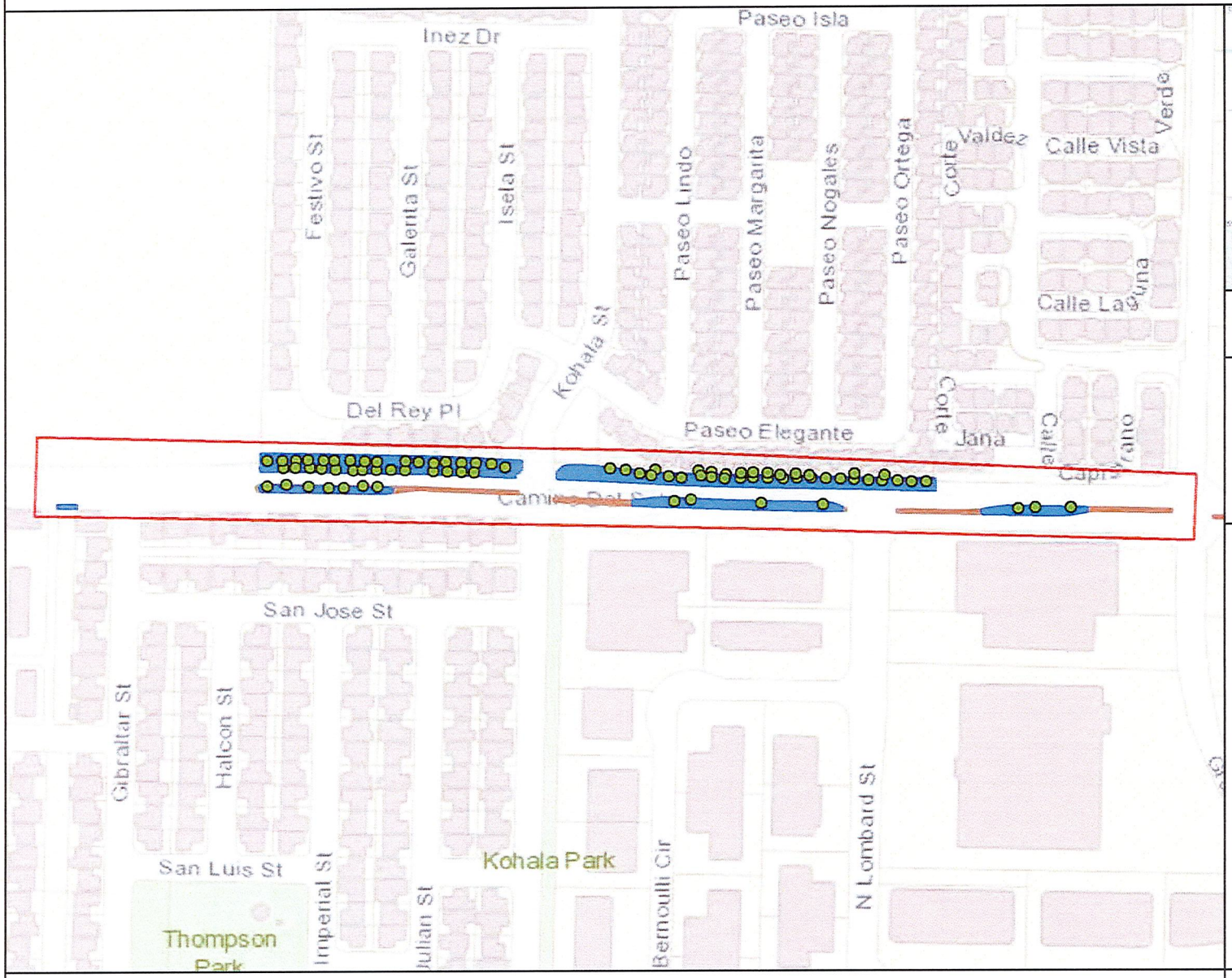
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

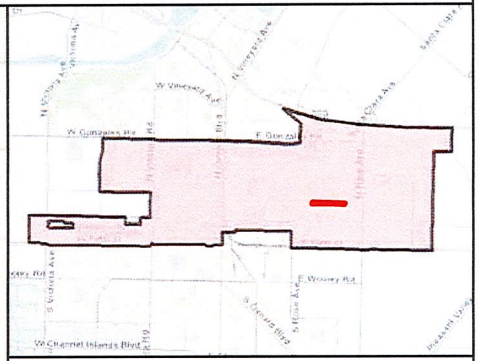
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 3 OF 49, CAMINO DEL SOL 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,259 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,190 SQ FT
~0.12 ACRES

PROJECT TREES:
80 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

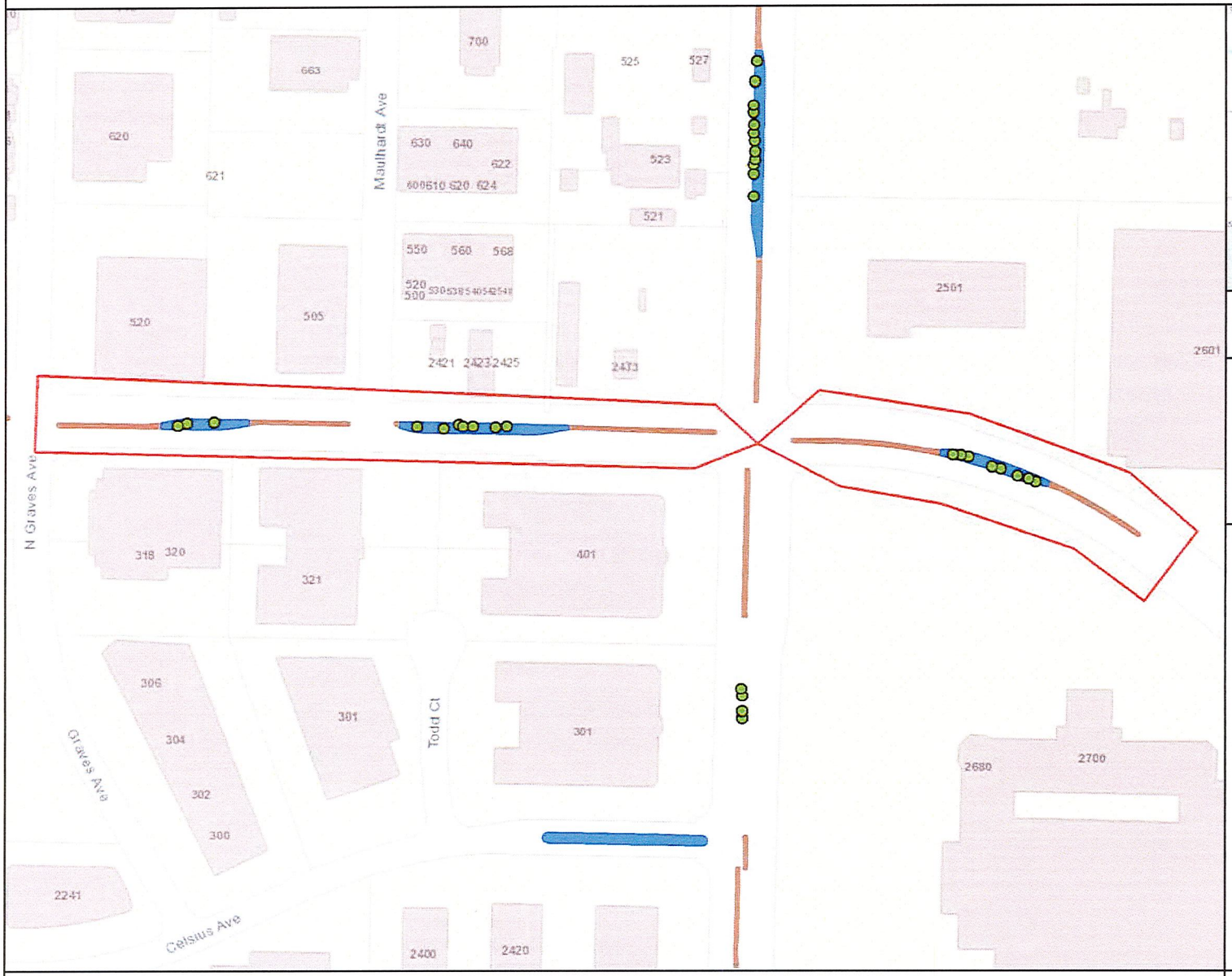
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

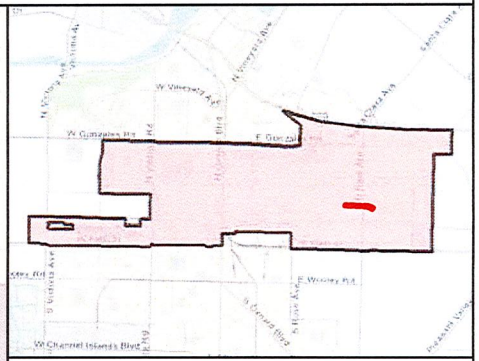
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 4 OF 49, CAMINO DEL SOL 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,369 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,736 SQ FT
~0.11 ACRES

PROJECT TREES:
18 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

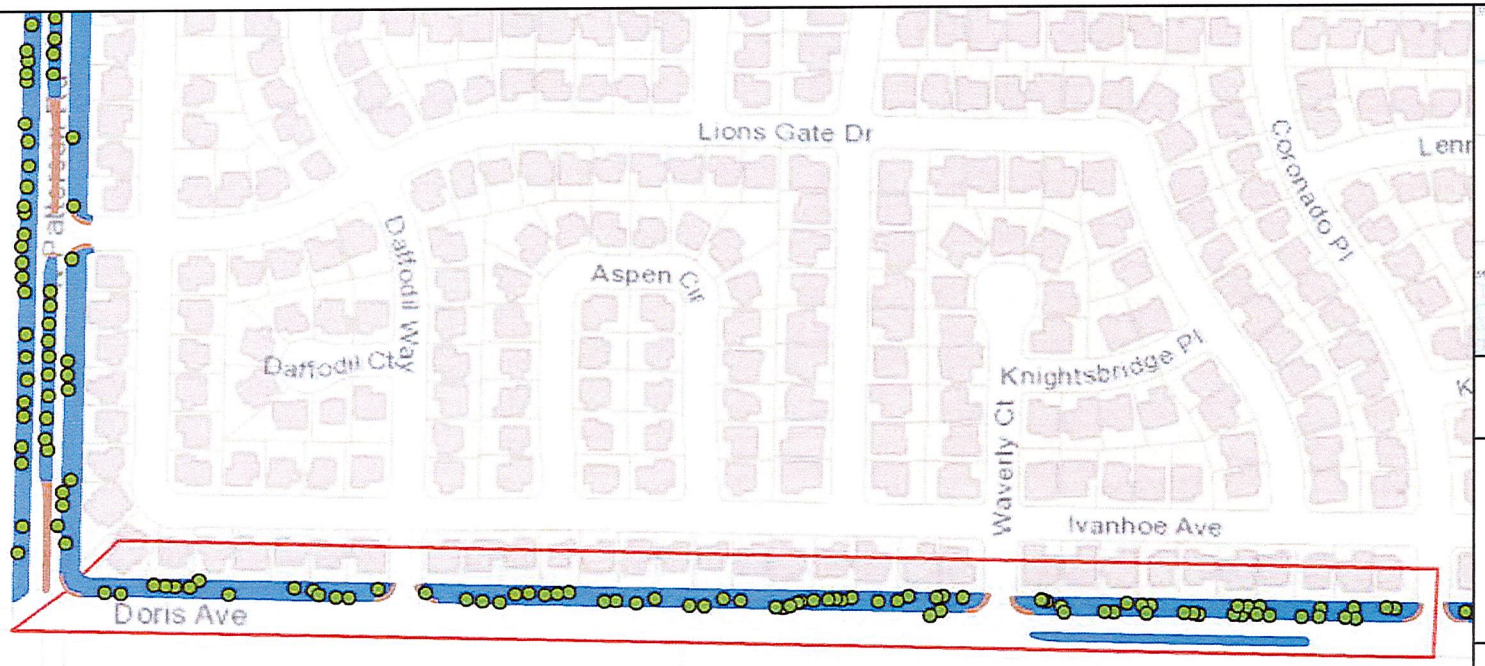
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

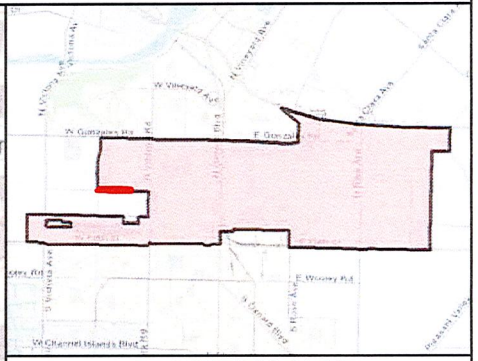
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 5 OF 49, DORIS AVE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,788 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~13,920 SQ FT
~0.32 ACRES

PROJECT TREES:
78 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

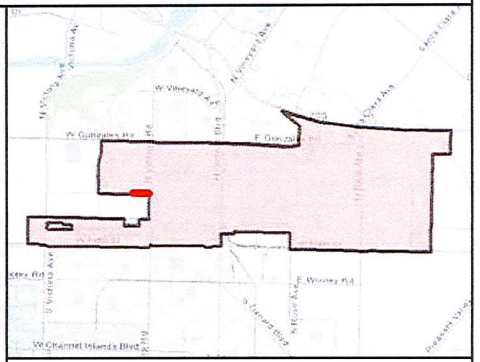
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 6 OF 49, DORIS AVE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,077 SQ FT
~0.67 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,759 SQ FT
~0.18 ACRES

PROJECT TREES:
60 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

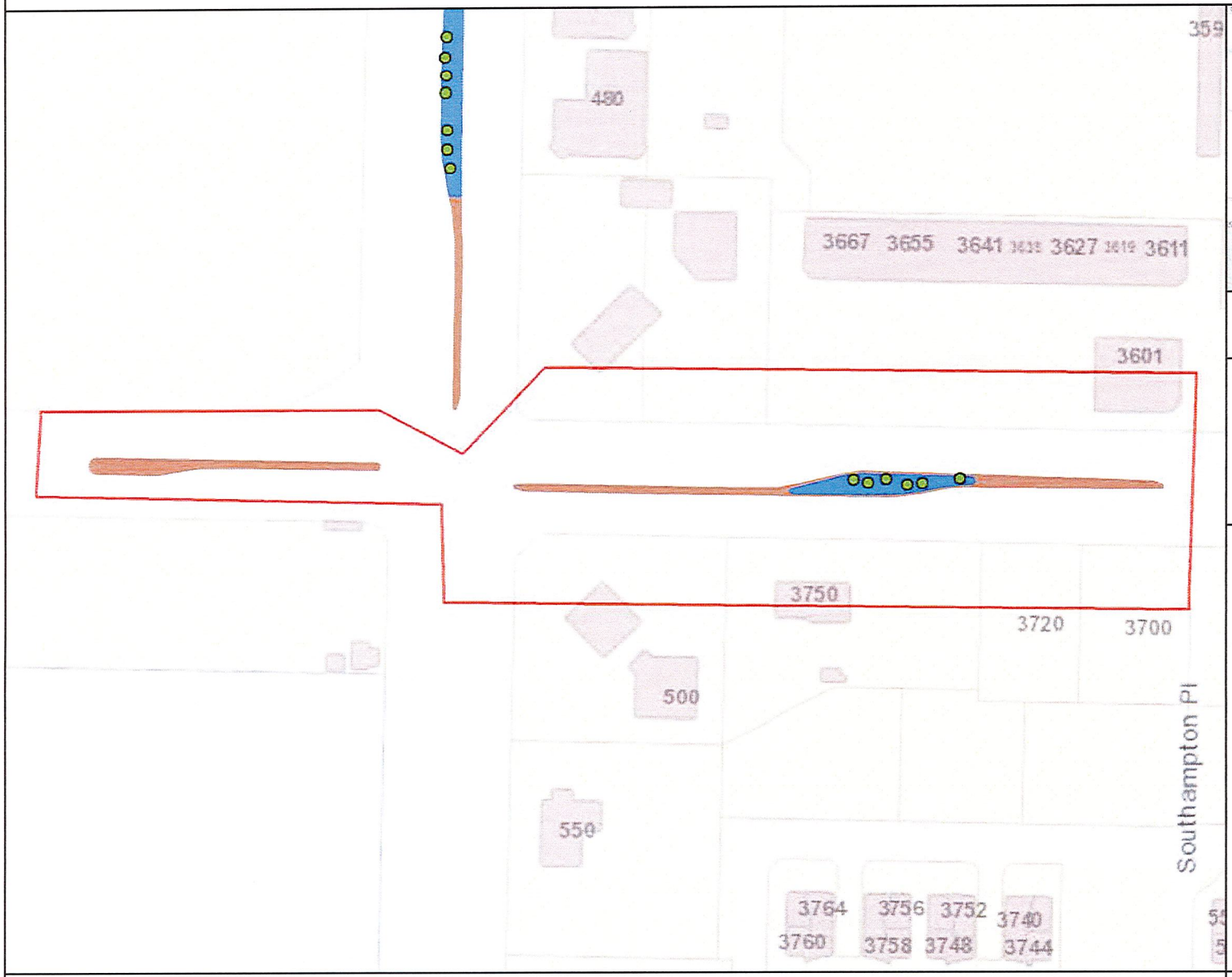
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

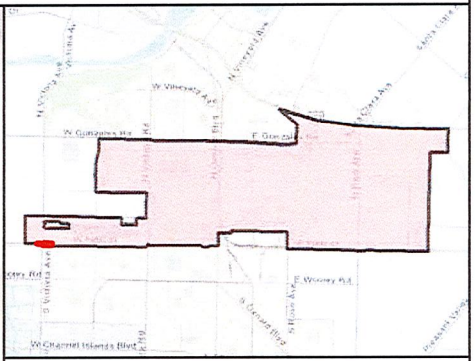
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 7 OF 49, FIFTH ST 01





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,305 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

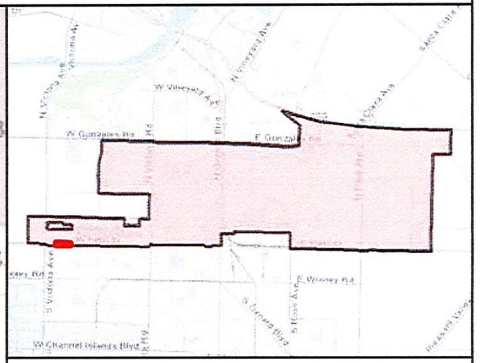
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 8 OF 49, FIFTH ST 02





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,085 SQ FT
~0.53 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,832 SQ FT
~0.18 ACRES

PROJECT TREES:
40 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

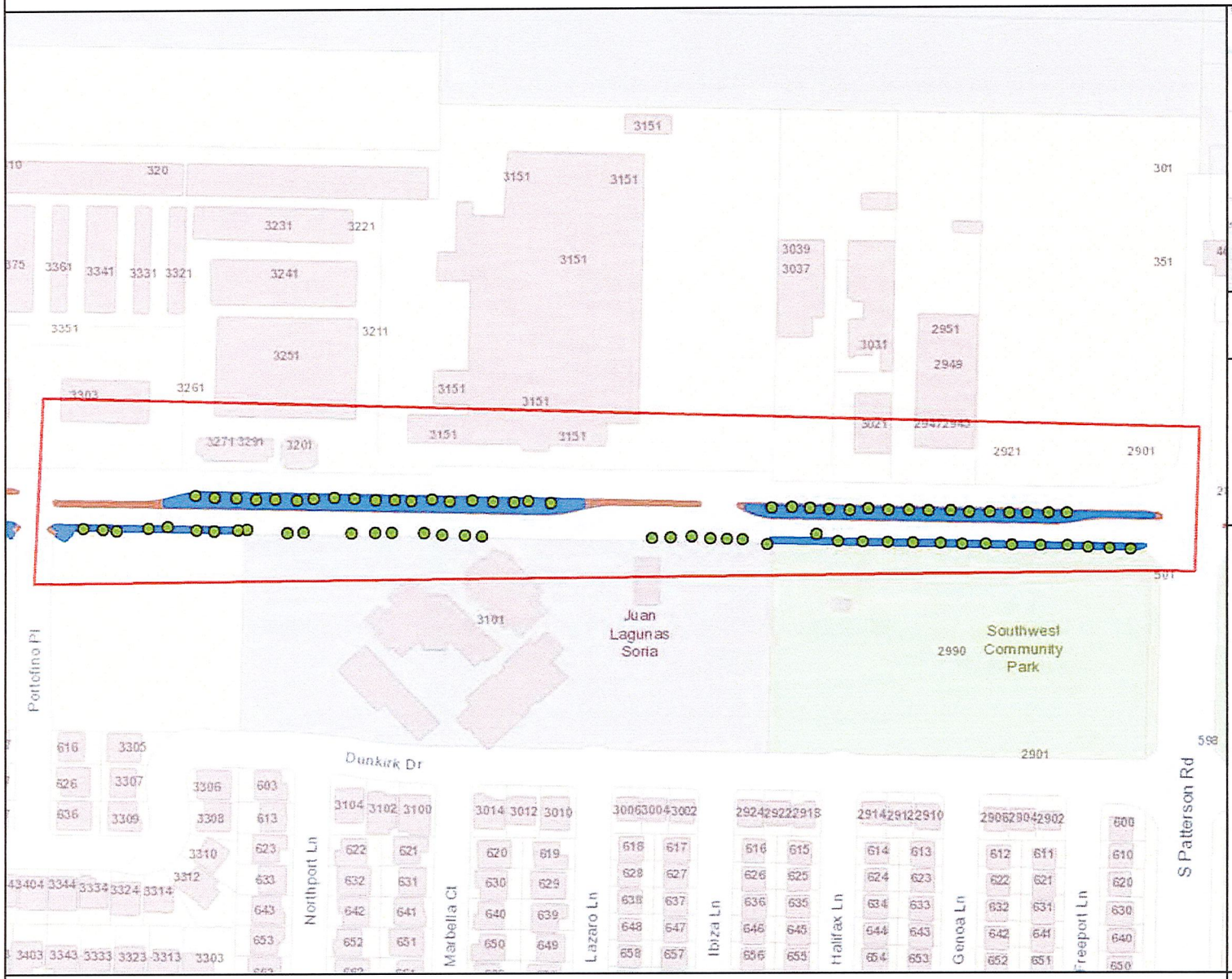
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

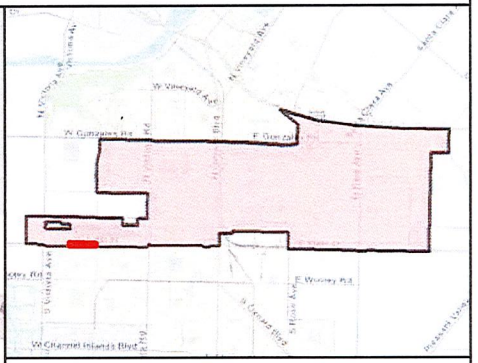
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 9 OF 49, FIFTH ST 03





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~46,458 SQ FT
~1.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,370 SQ FT
~0.28 ACRES

PROJECT TREES:
74 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

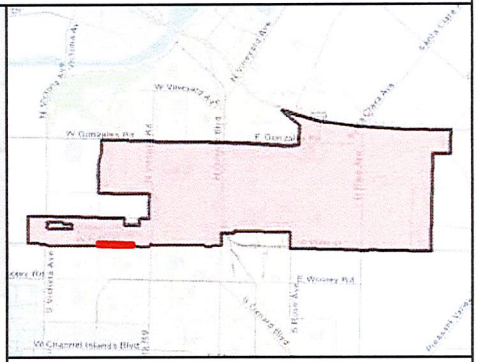
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 10 OF 49, FIFTH ST 04





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~40,677 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~4,163 SQ FT
~0.1 ACRES

PROJECT TREES:
92 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

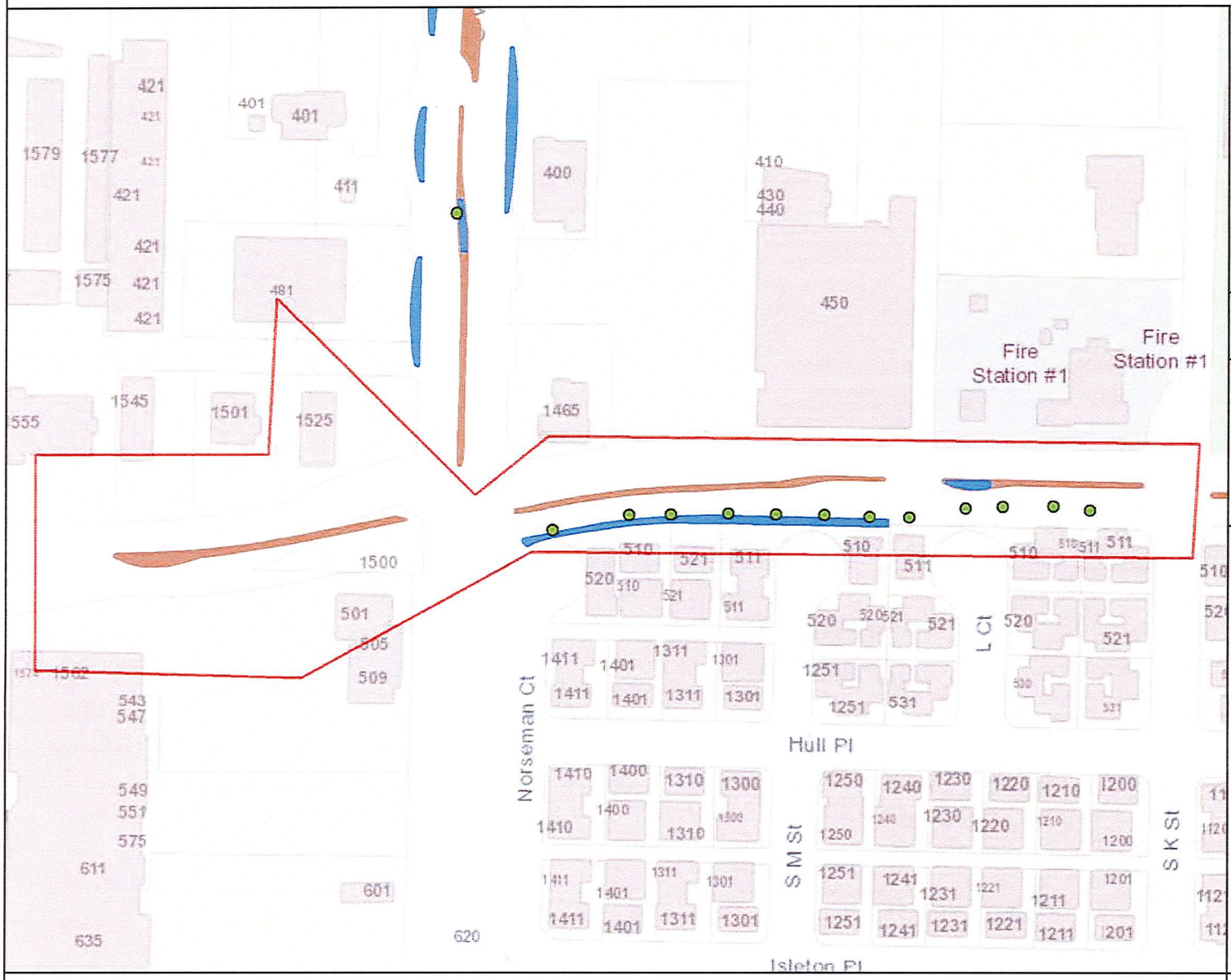
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

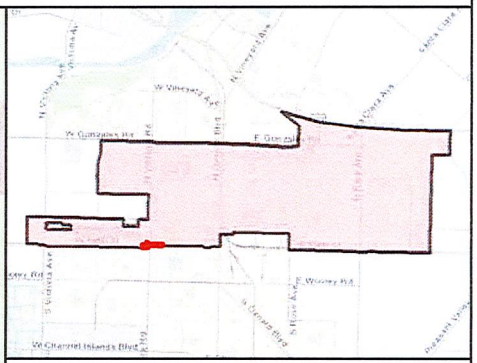
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 11 OF 49, FIFTH ST 05





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,129 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,162 SQ FT
~0.14 ACRES

PROJECT TREES:
12 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

N W E S

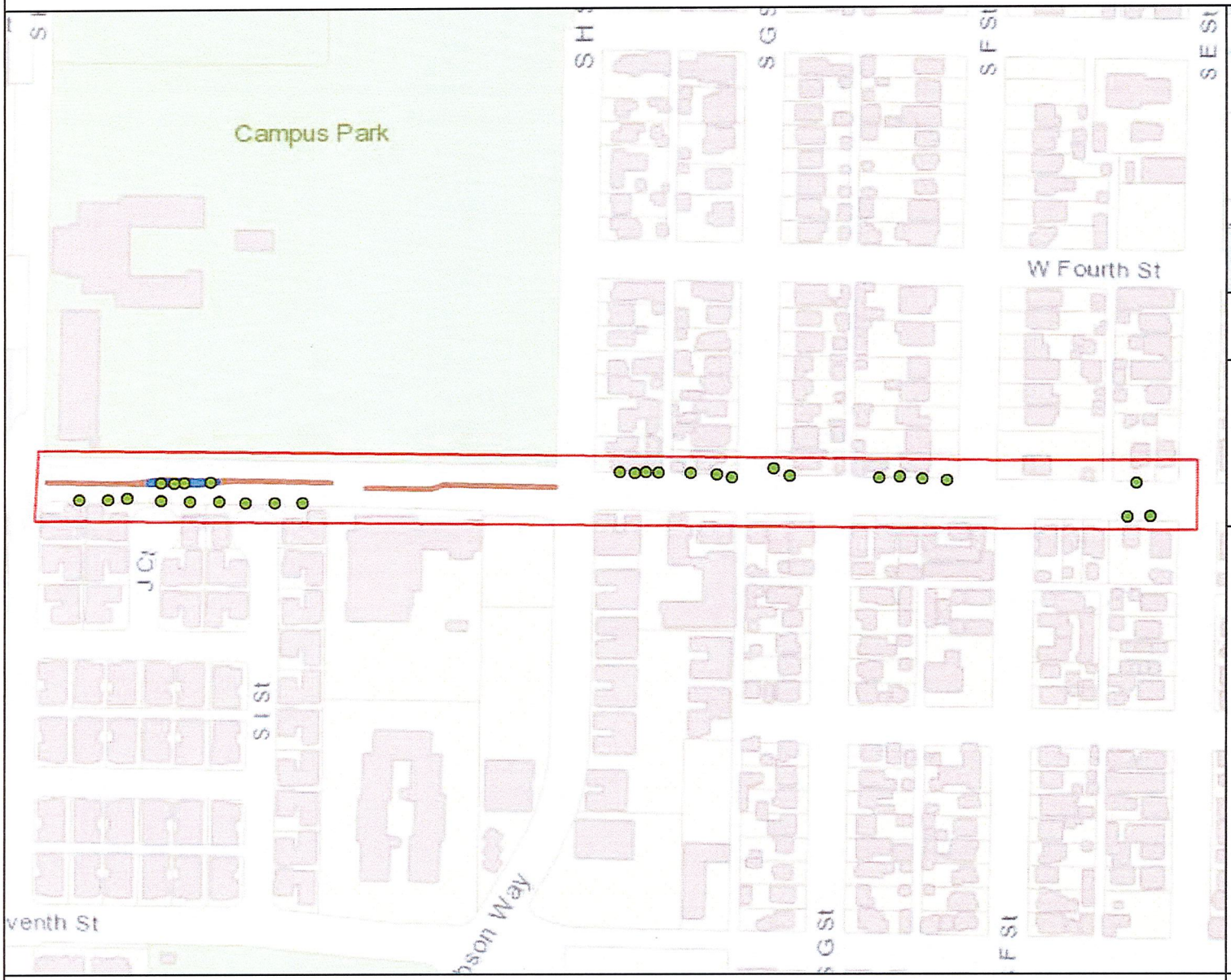
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

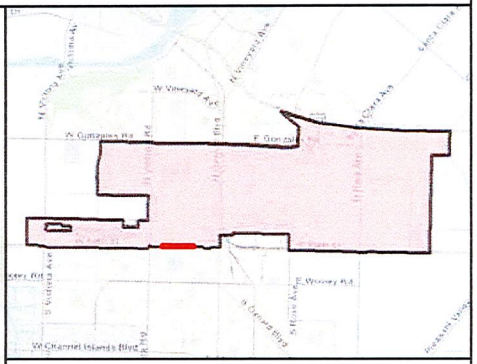
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 12 OF 49, FIFTH ST 06





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,319 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,195 SQ FT
~0.1 ACRES

PROJECT TREES:
29 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

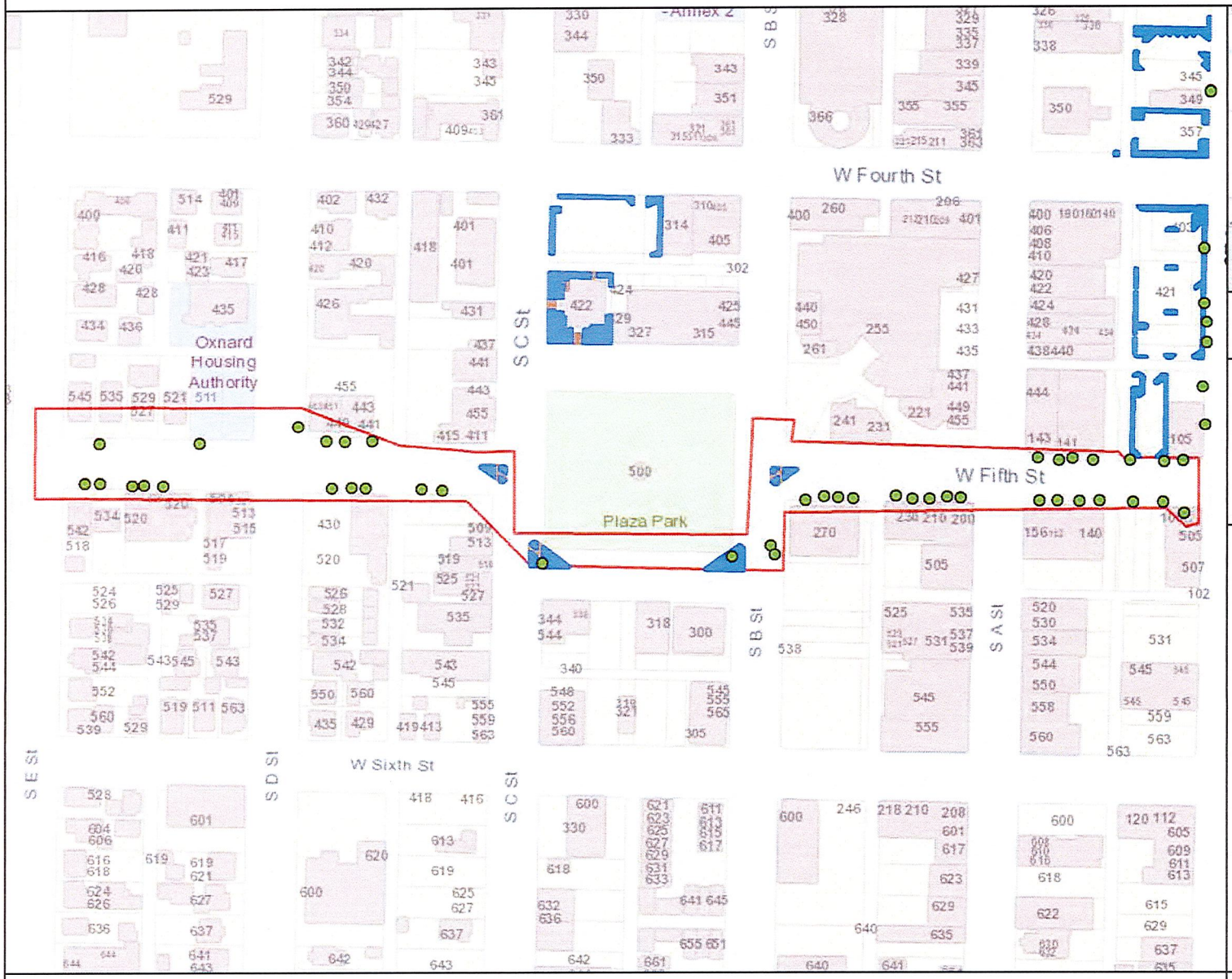
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

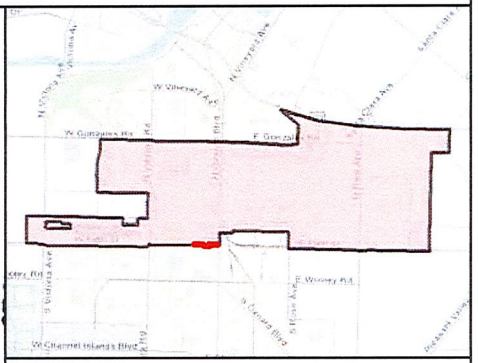
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 13 OF 49, FIFTH ST 07





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,237 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,047 SQ FT
~0.02 ACRES

PROJECT TREES:
43 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

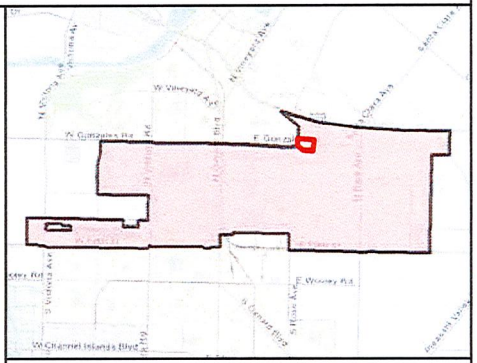
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 14 OF 49, GONZALES 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,718 SQ FT
~0.06 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

PROJECT TREES:
29 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

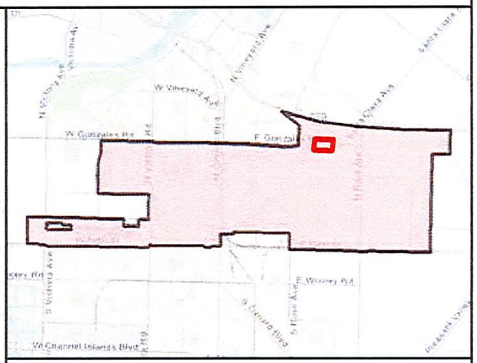
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 15 OF 49, GONZALES 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,338 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,587 SQ FT
~0.13 ACRES

PROJECT TREES:
27 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

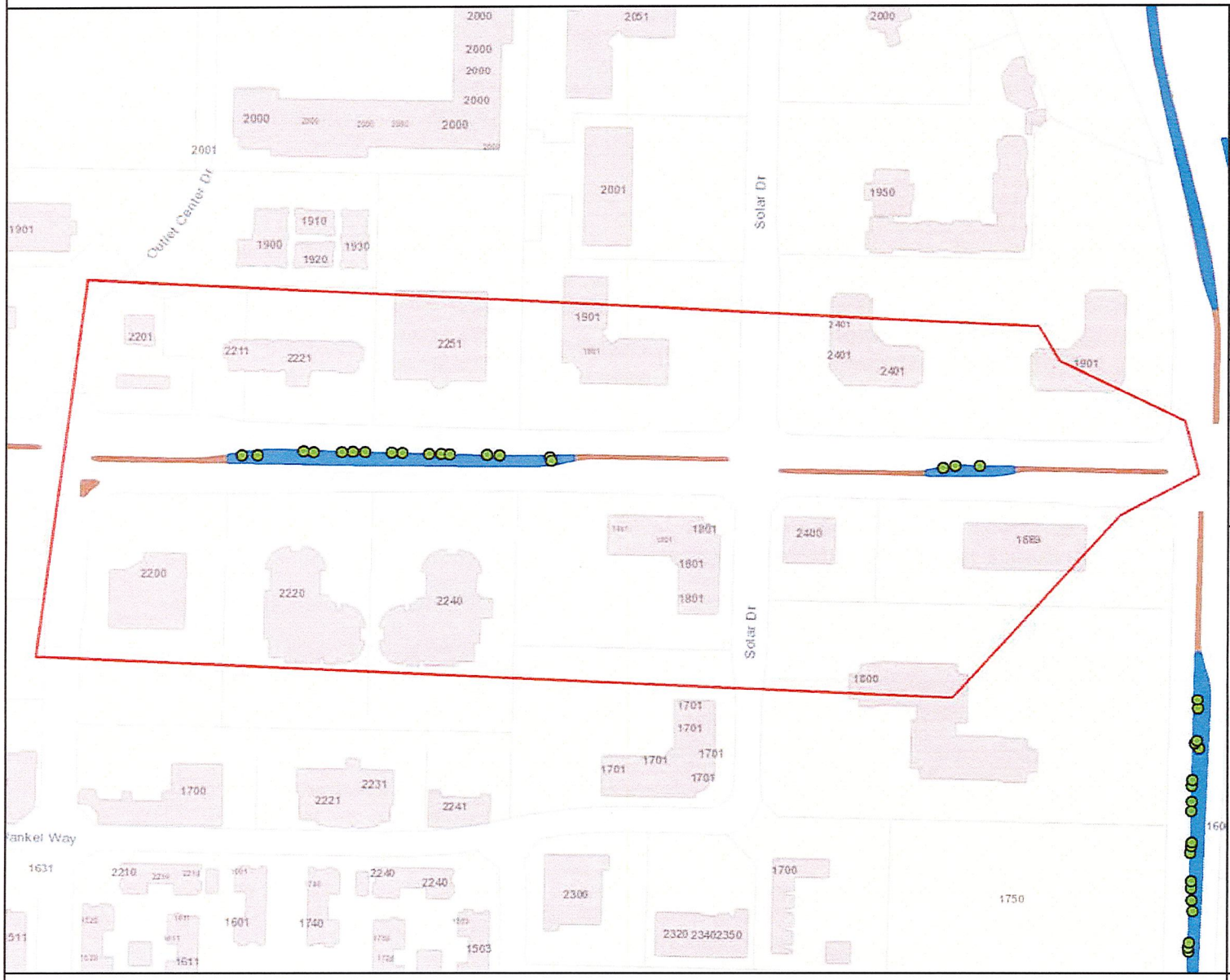
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

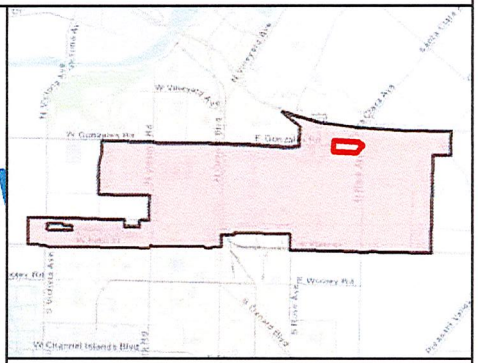
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 16 OF 49, GONZALES 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,135 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,467 SQ FT
~0.1 ACRES

PROJECT TREES:
19 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

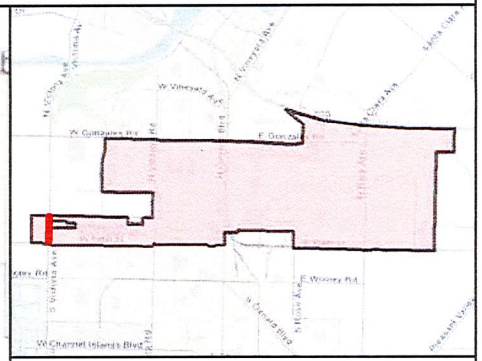
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 17 OF 49, N VICTORIA





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,639 SQ FT
~0.11 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,286 SQ FT
~0.08 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

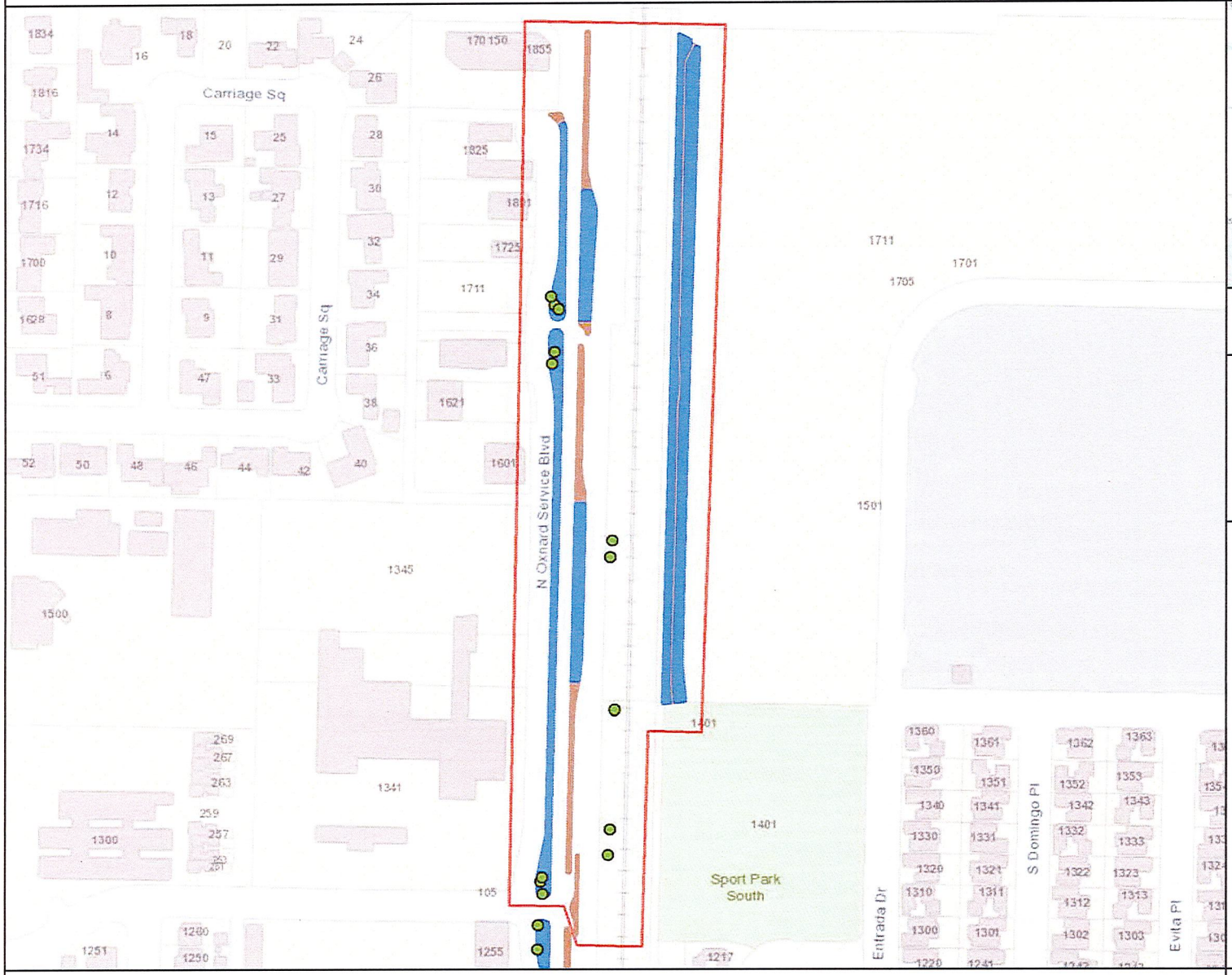
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

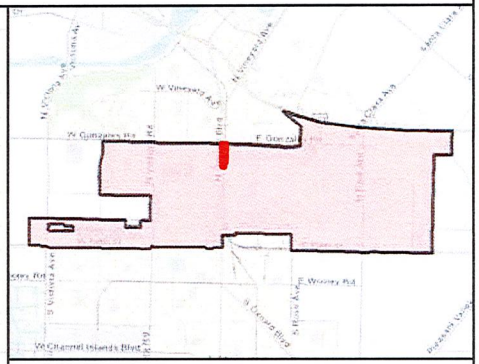
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 18 OF 49, OXNARD BLVD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,985 SQ FT
~1.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,416 SQ FT
~0.47 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

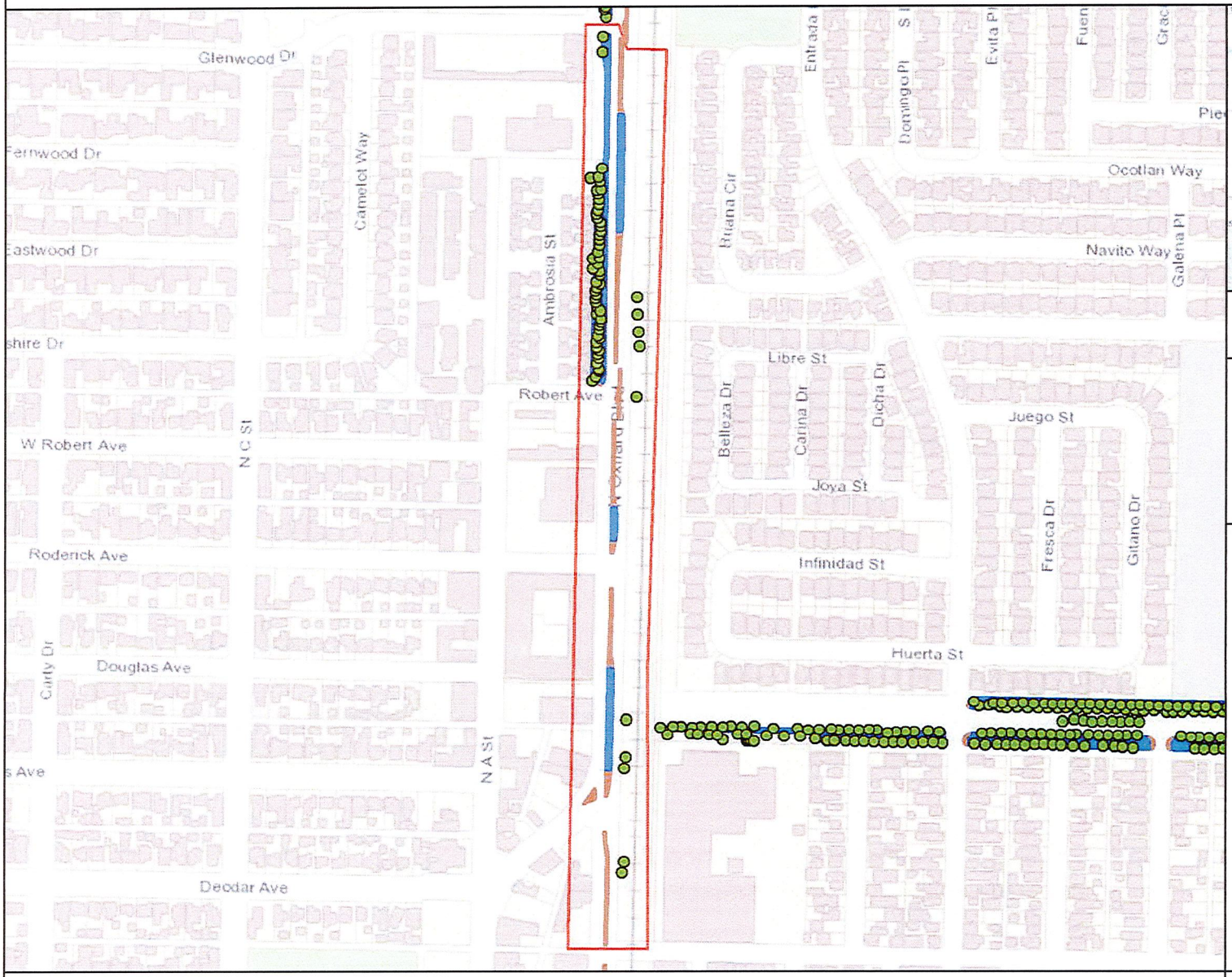
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

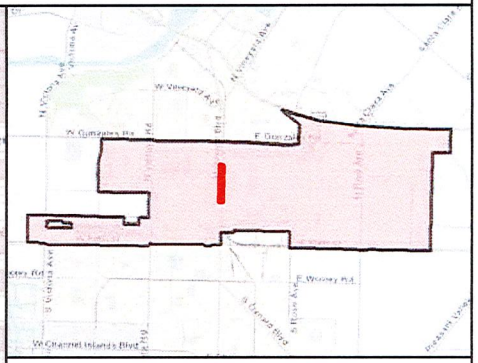
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 19 OF 49, OXNARD BLVD 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,926 SQ FT
~0.78 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,781 SQ FT
~0.34 ACRES

PROJECT TREES:
63 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

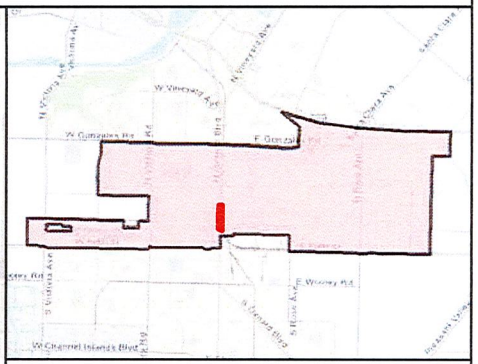
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 20 OF 49, OXNARD BLVD 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,602 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,972 SQ FT
~0.11 ACRES

PROJECT TREES:
14 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

N
W E
S

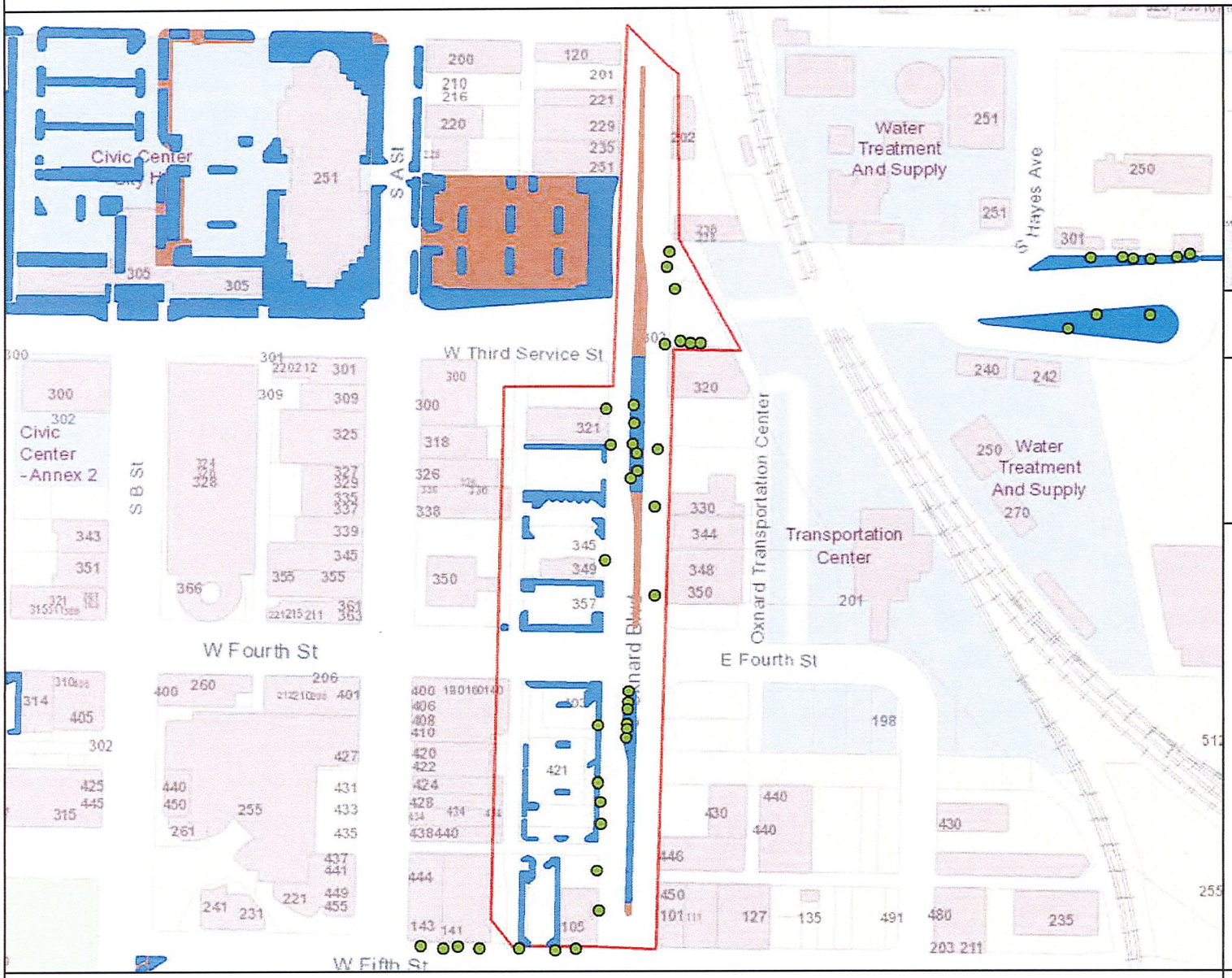
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

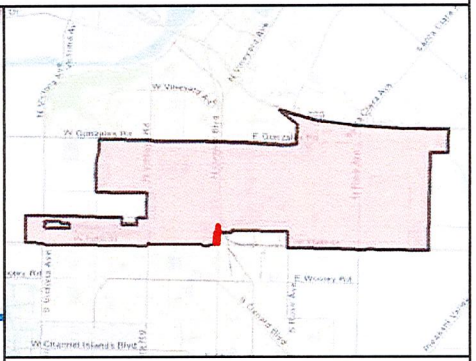
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 21 OF 49, OXNARD BLVD 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,082 SQ FT
~0.32 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,326 SQ FT
~0.1 ACRES

PROJECT TREES:
31 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

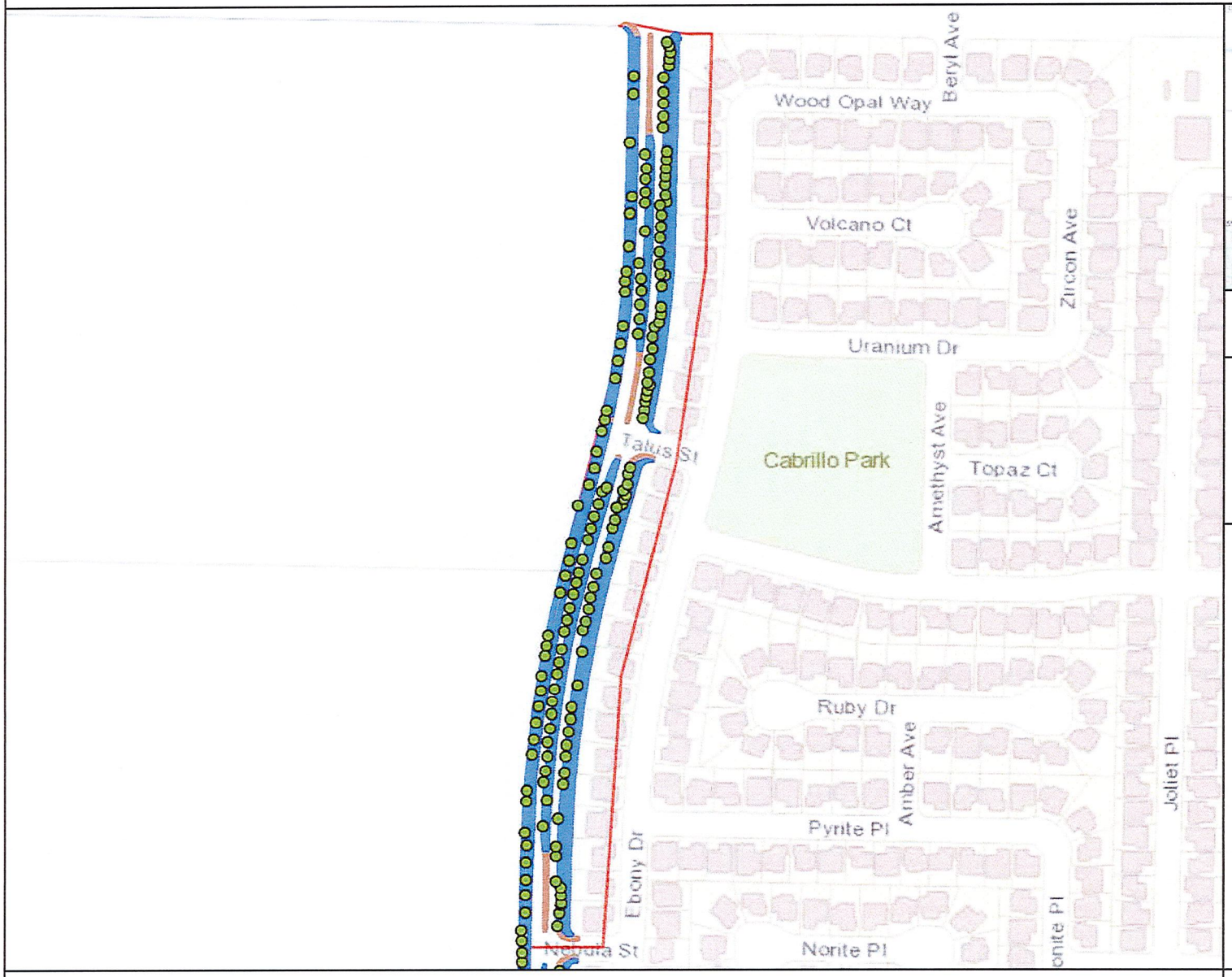
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

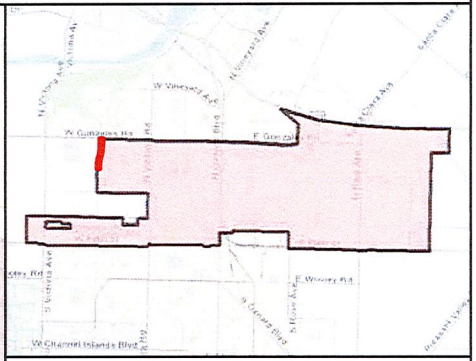
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 22 OF 49, PATTERSON RD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~98,563 SQ FT
~2.26 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~31,015 SQ FT
~0.71 ACRES

PROJECT TREES:
159 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

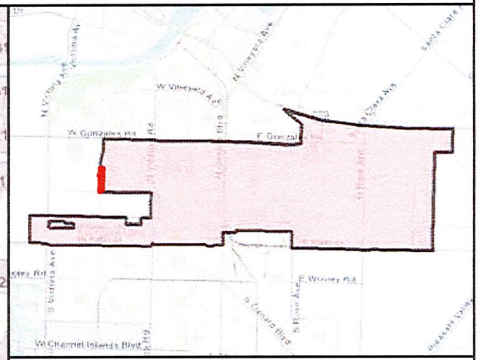
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 23 OF 49, PATTERSON RD 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~77,916 SQ FT
~1.79 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~24,204 SQ FT
~0.56 ACRES

PROJECT TREES:
93 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

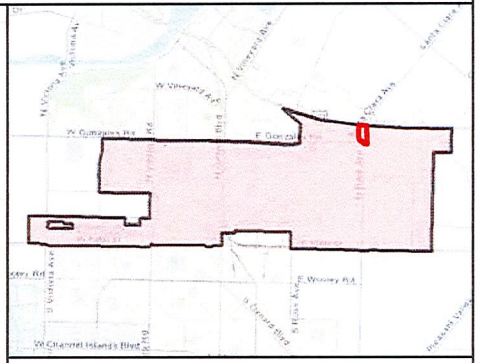
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 24 OF 49, RICE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,840 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,142 SQ FT
~0.14 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

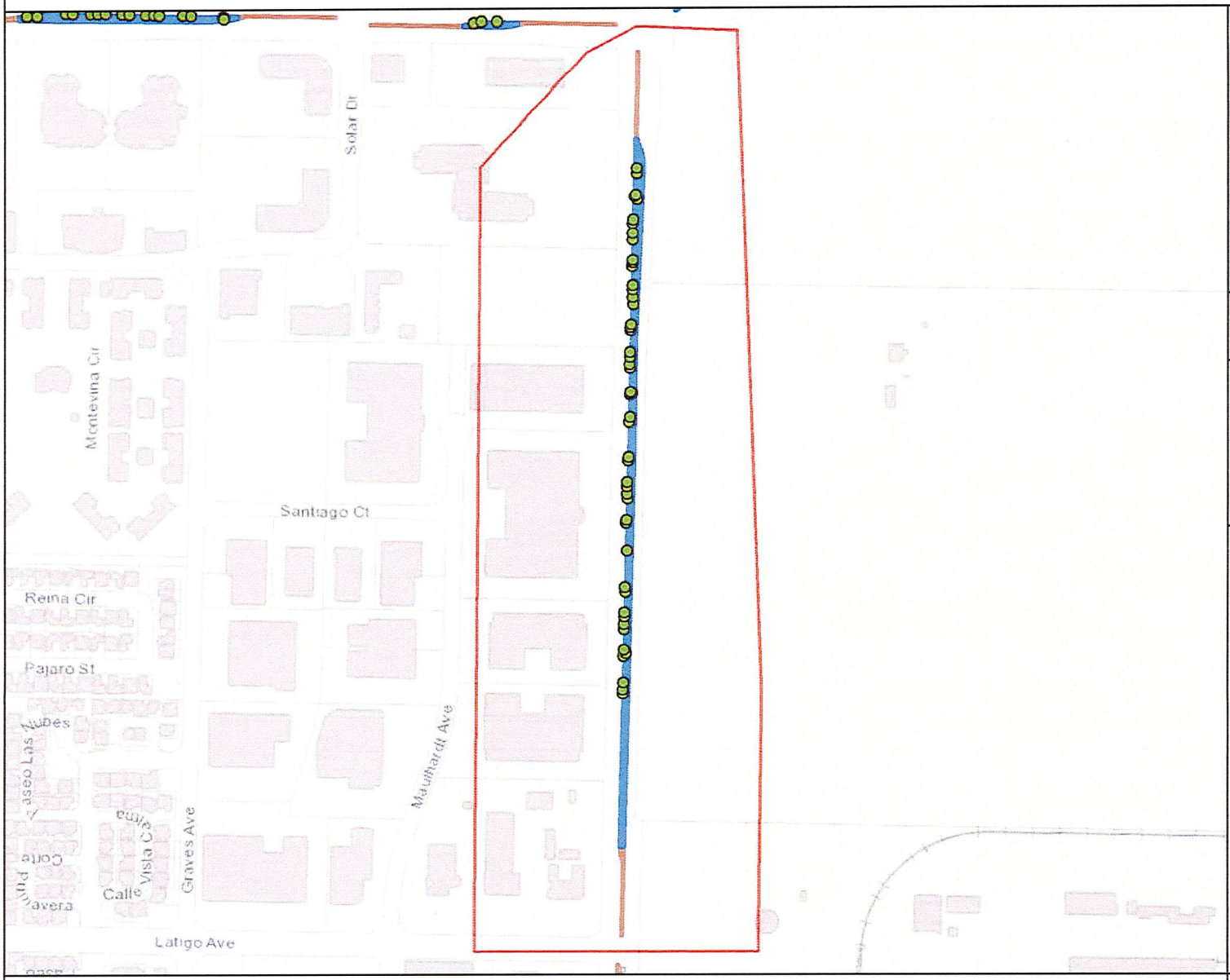
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

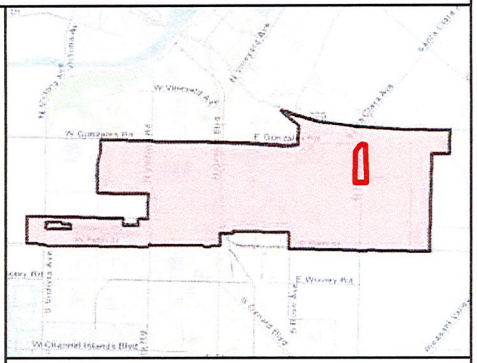
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 25 OF 49, RICE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,542 SQ FT
~0.86 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,603 SQ FT
~0.06 ACRES

PROJECT TREES:
49 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

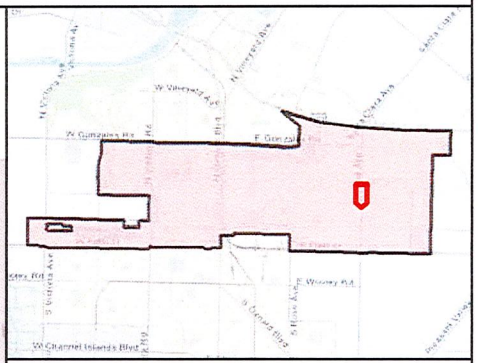
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 26 OF 49, RICE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,941 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,484 SQ FT
~0.13 ACRES

PROJECT TREES:
16 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

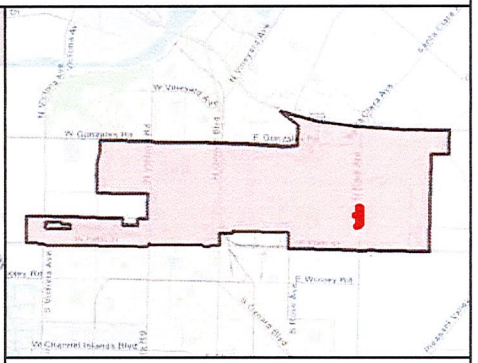
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 27 OF 49, RICE 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,934 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,654 SQ FT
~0.06 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

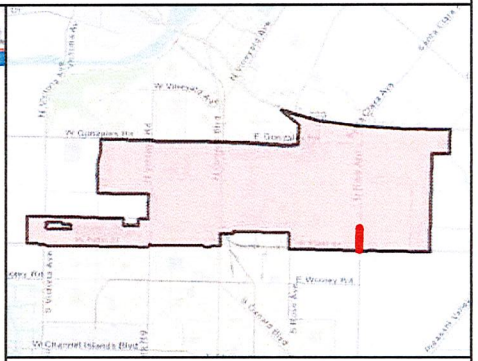
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 28 OF 49, RICE 5





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,756 SQ FT
~0.04 ACRES

PROJECT TREES:
96 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

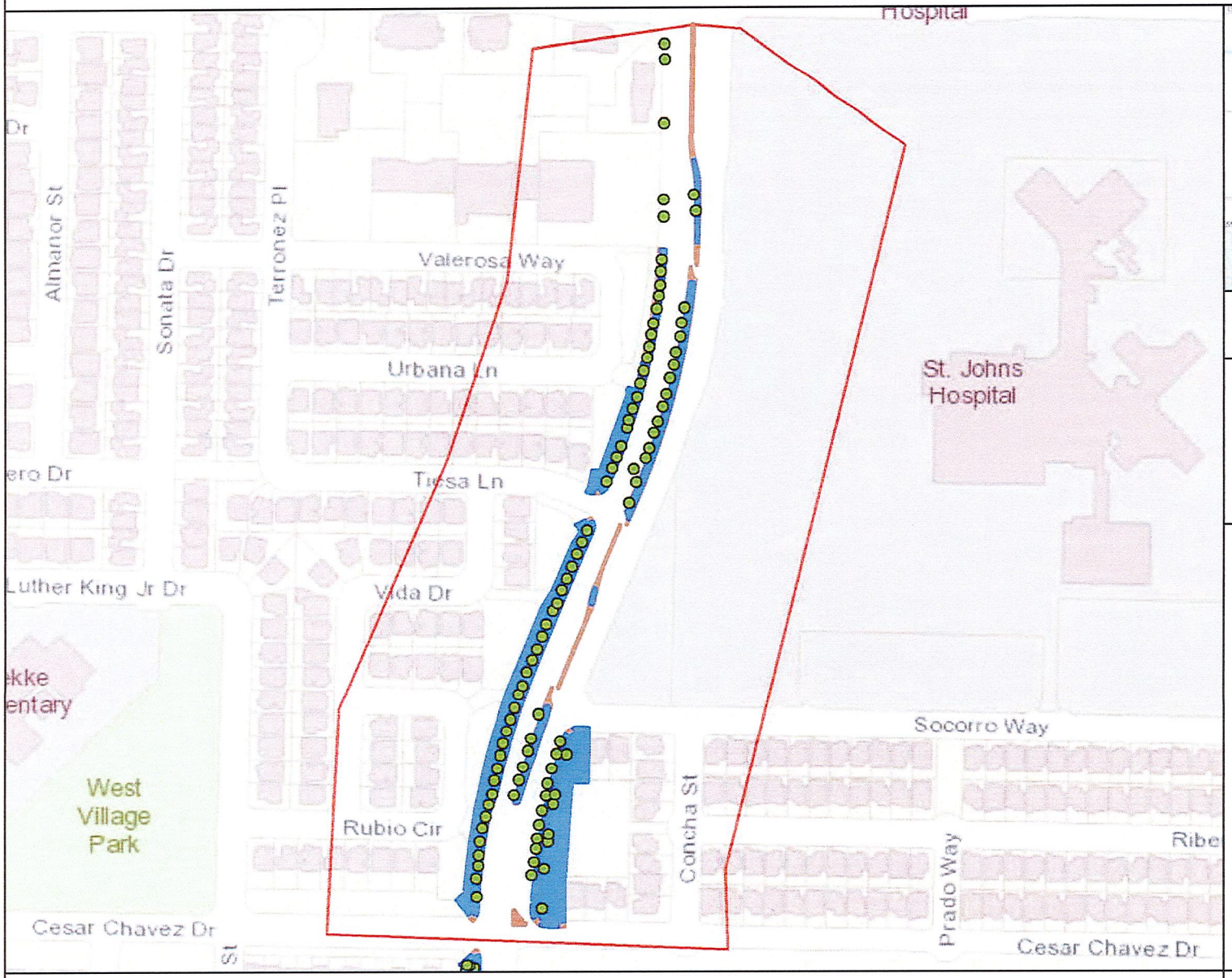
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

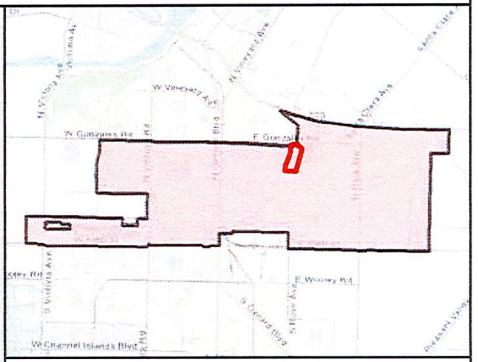
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 29 OF 49, ROSE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~70,883 SQ FT
~1.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,225 SQ FT
~0.42 ACRES

PROJECT TREES:
96 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

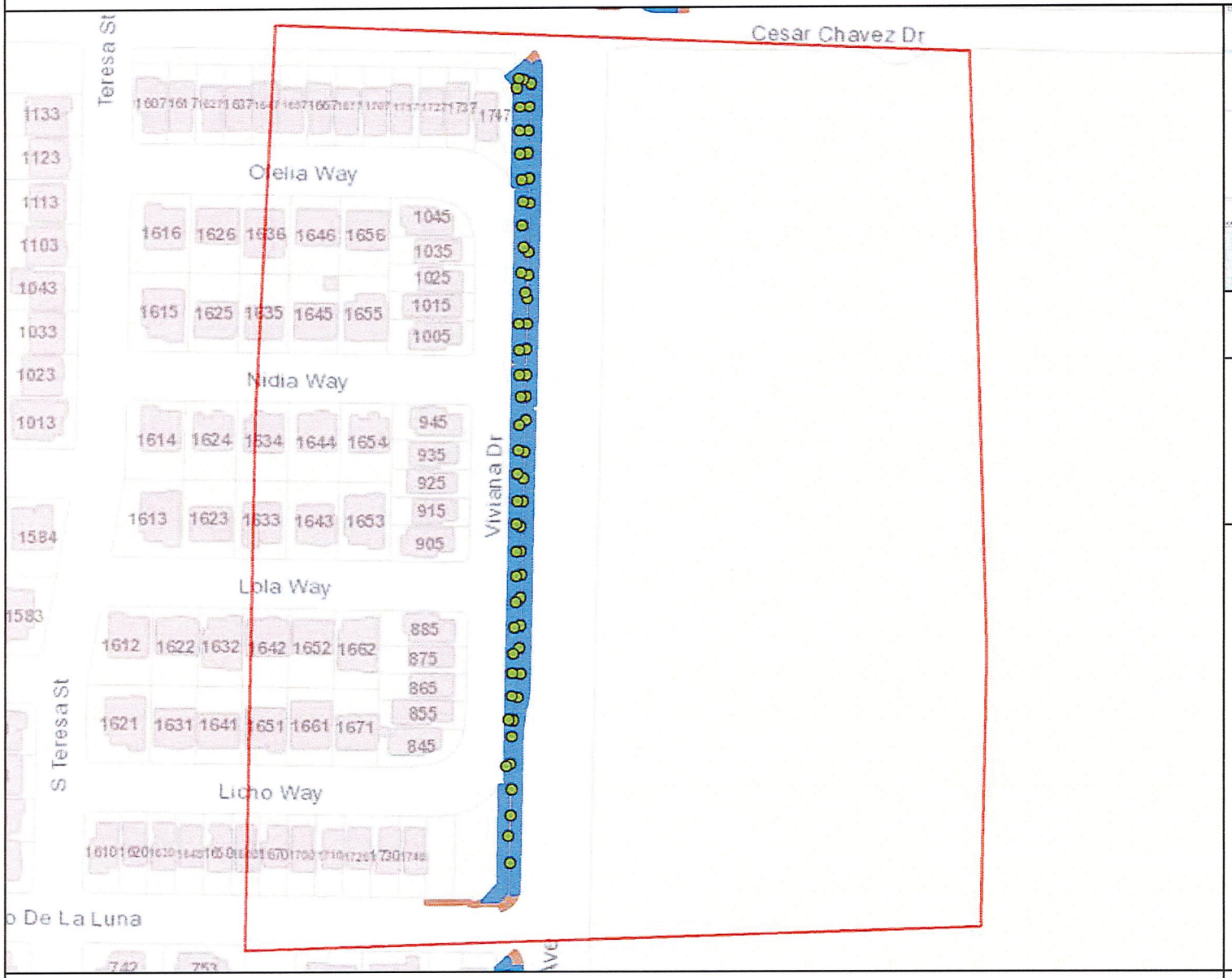
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

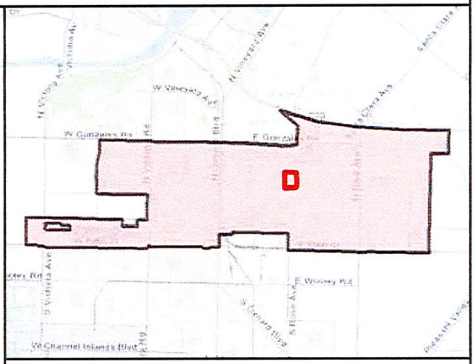
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 30 OF 49, ROSE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,323 SQ FT
~0.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,967 SQ FT
~0.16 ACRES

PROJECT TREES:
62 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

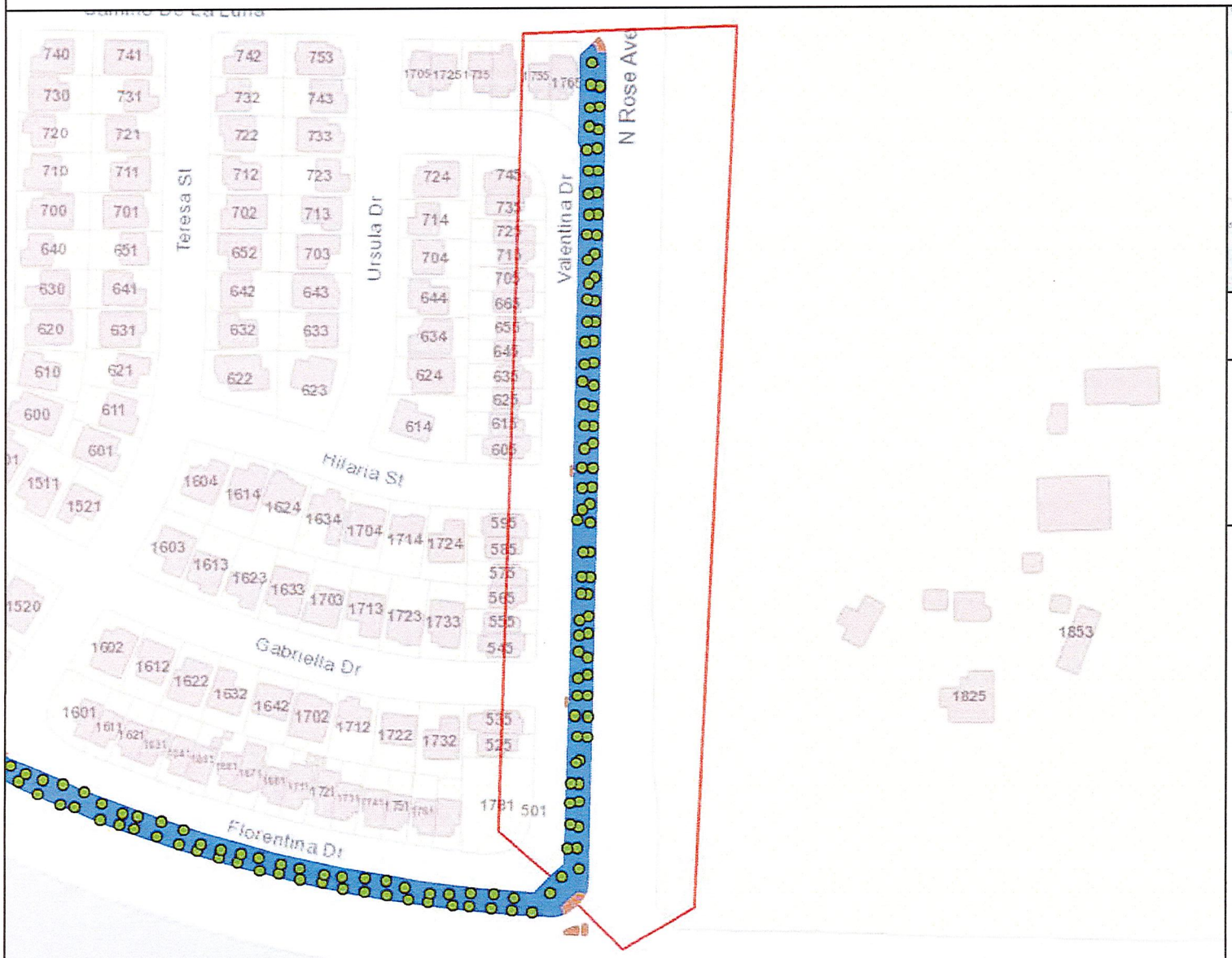
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

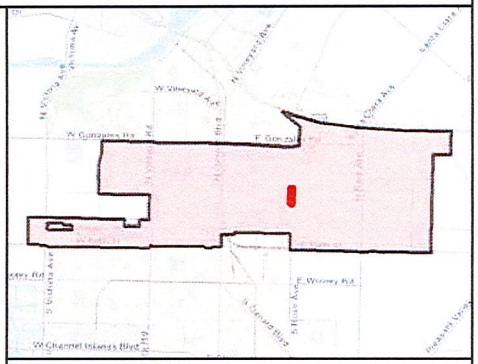
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 31 OF 49, ROSE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,416 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,796 SQ FT
~0.16 ACRES

PROJECT TREES:
77 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

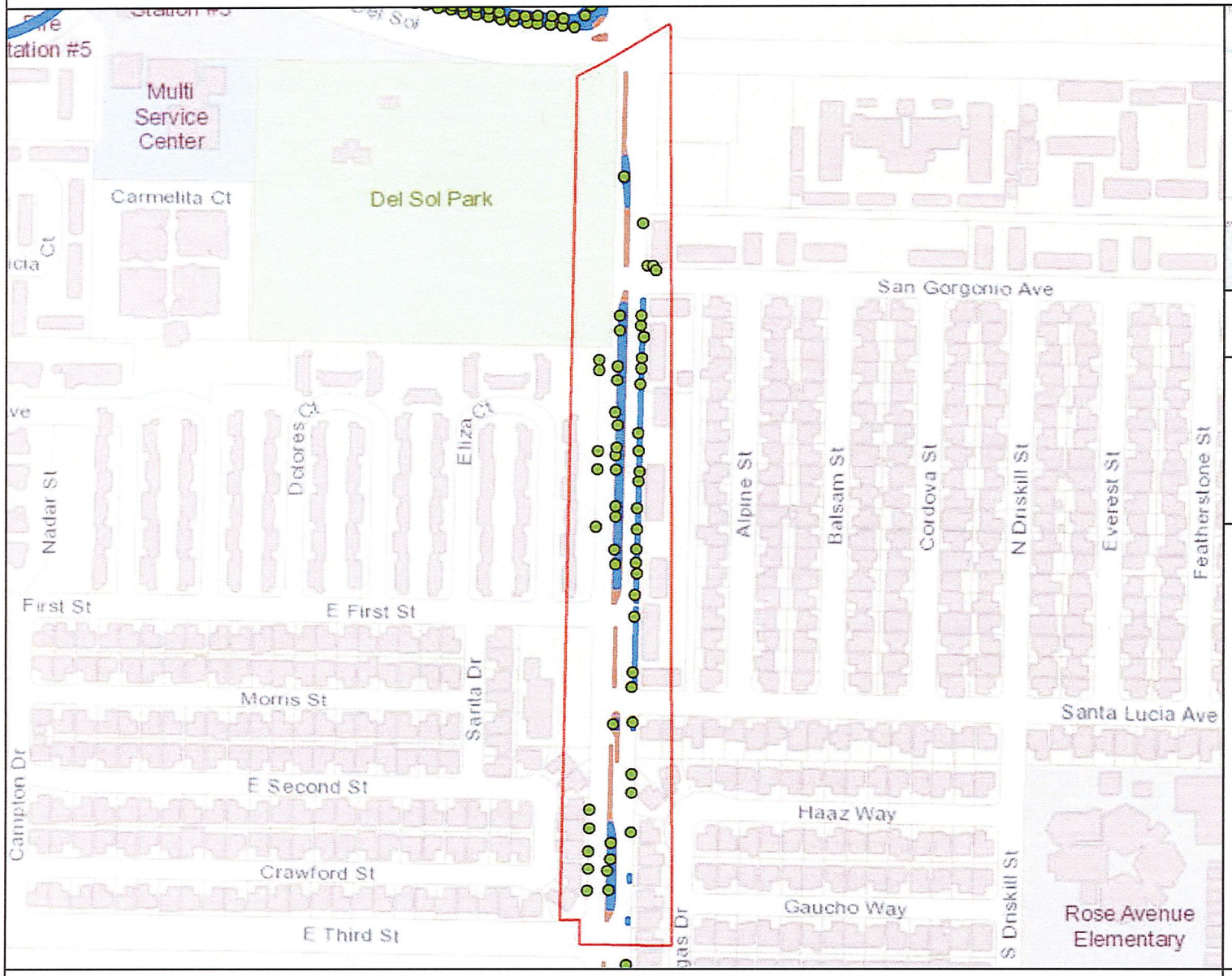
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

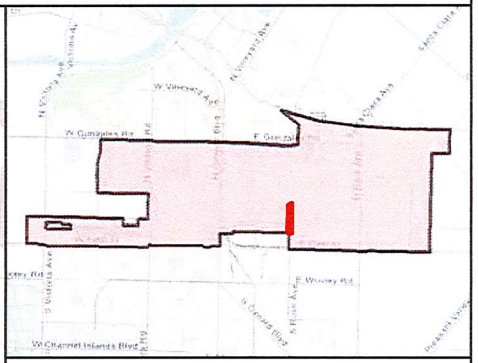
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 32 OF 49, ROSE 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,828 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,548 SQ FT
~0.2 ACRES

PROJECT TREES:
56 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

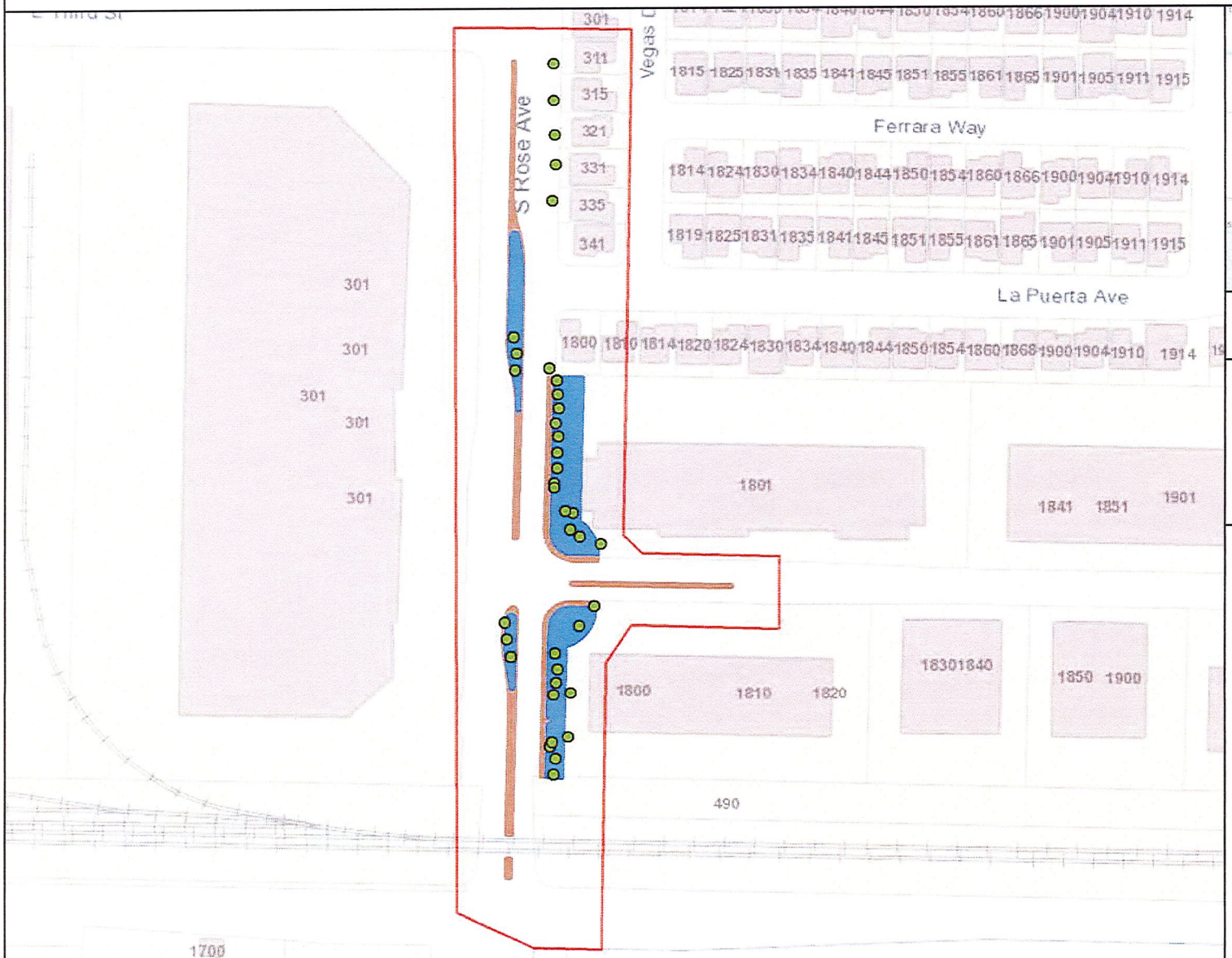
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

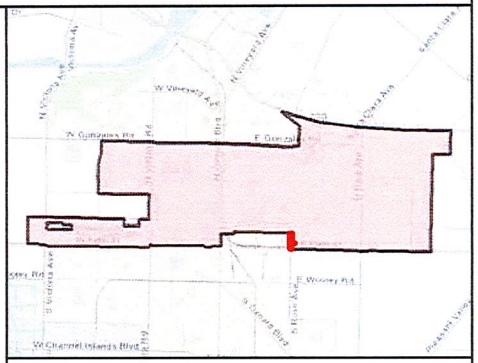
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 33 OF 49, ROSE 5





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,805 SQ FT
~0.48 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,996 SQ FT
~0.28 ACRES

PROJECT TREES:
38 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

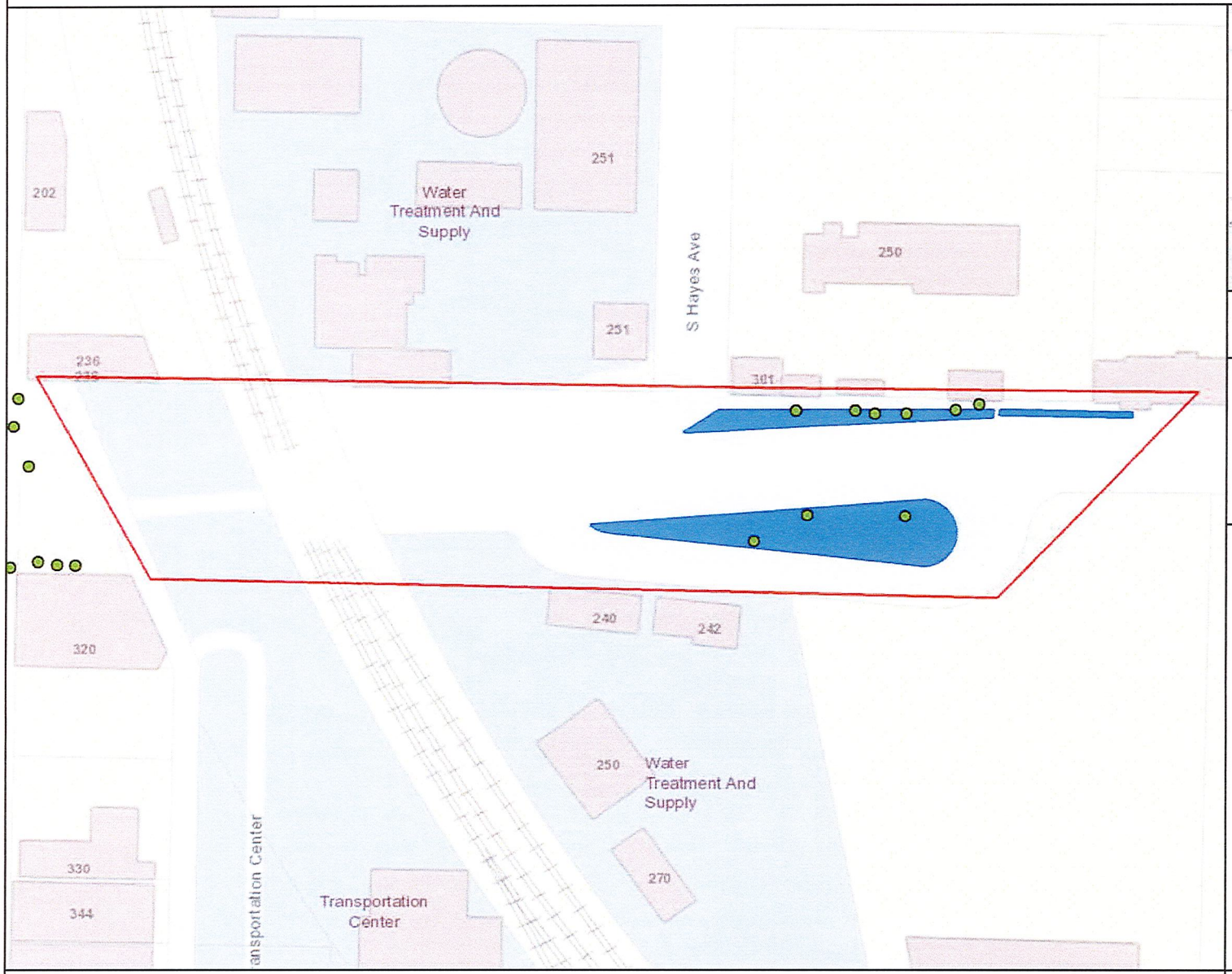
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

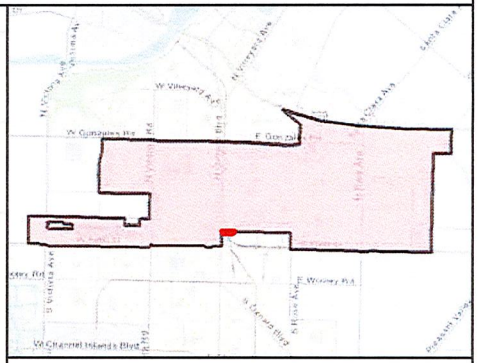
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 34 OF 49, THIRD





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~11,537 SQ FT
~0.26 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

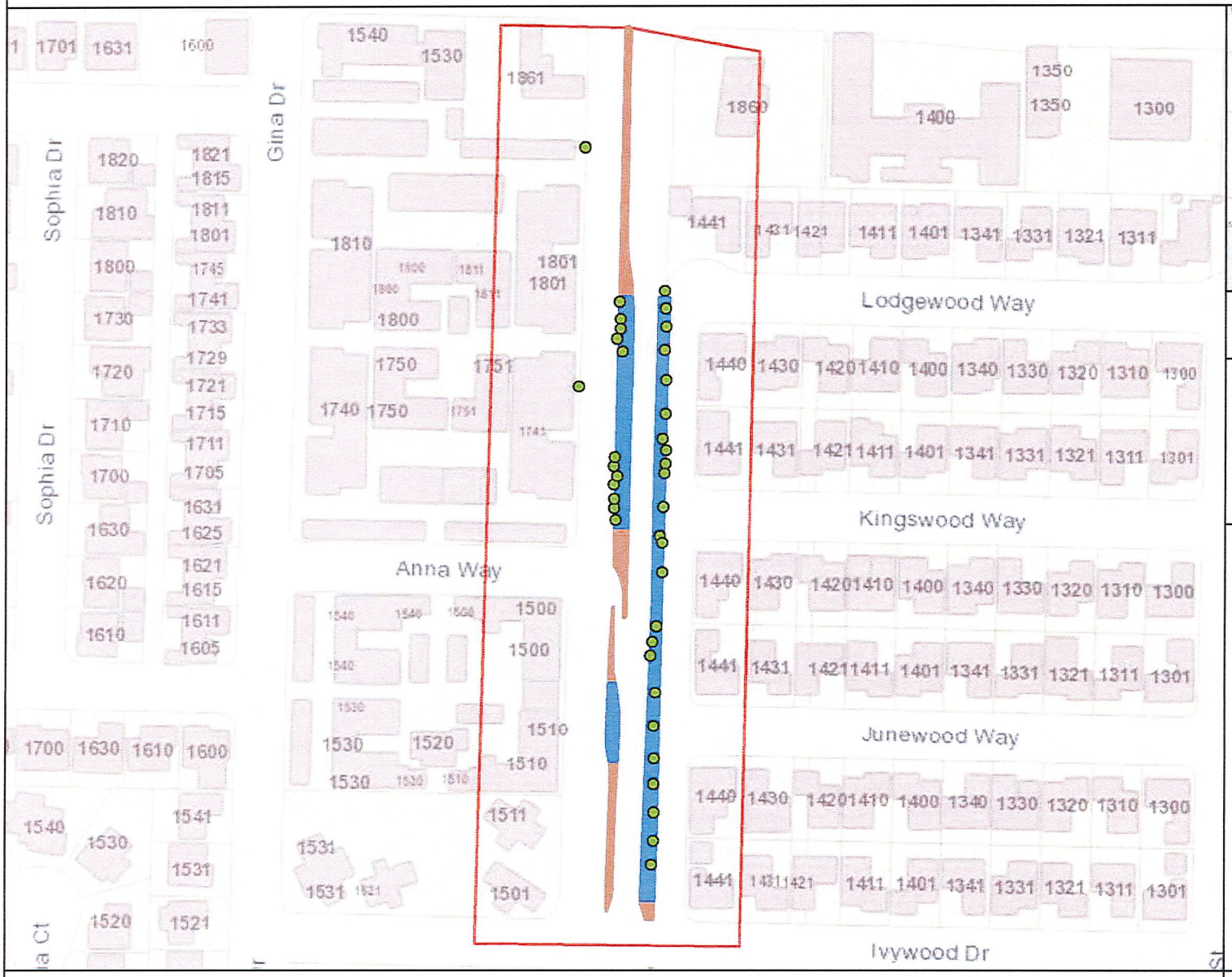
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

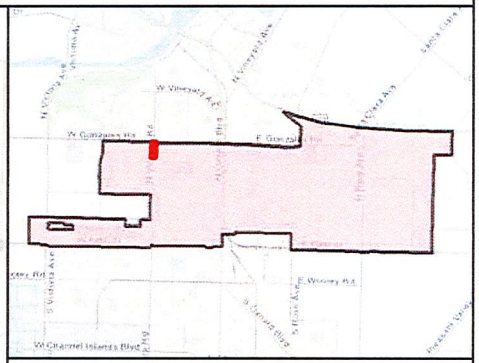
N
W E
S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 35 OF 49, VENTURA RD 01





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,314 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,995 SQ FT
~0.11 ACRES

PROJECT TREES:
38 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

N W E S

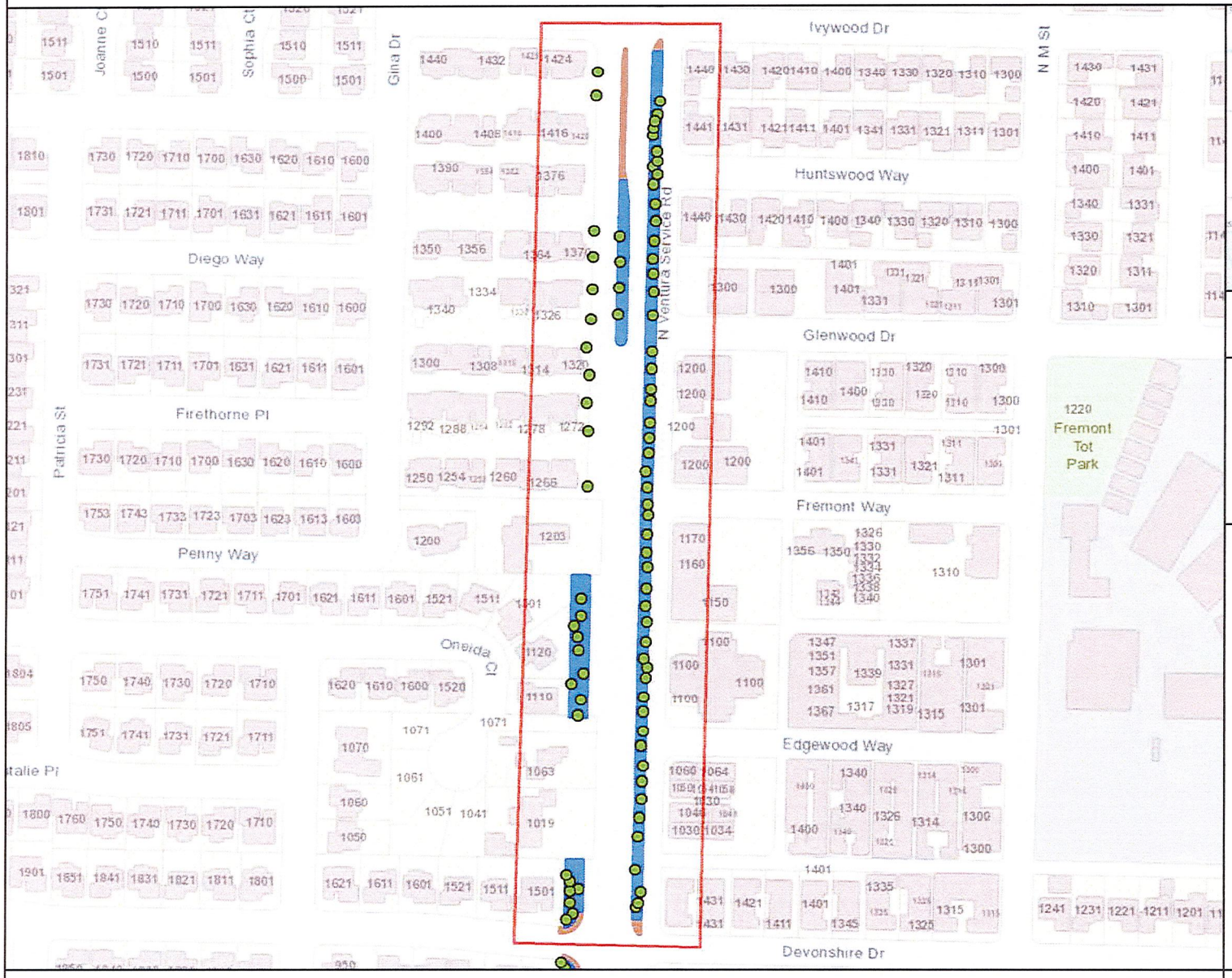
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

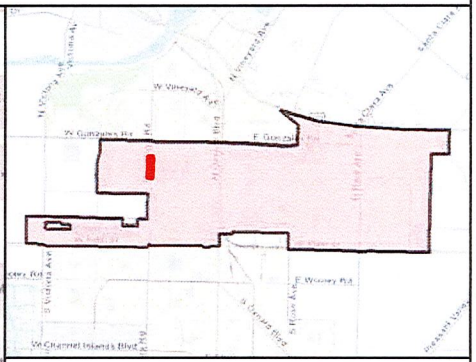
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 36 OF 49, VENTURA RD 02





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~36,645 SQ FT
~0.84 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,366 SQ FT
~0.1 ACRES

PROJECT TREES:
82 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

N
W E
S

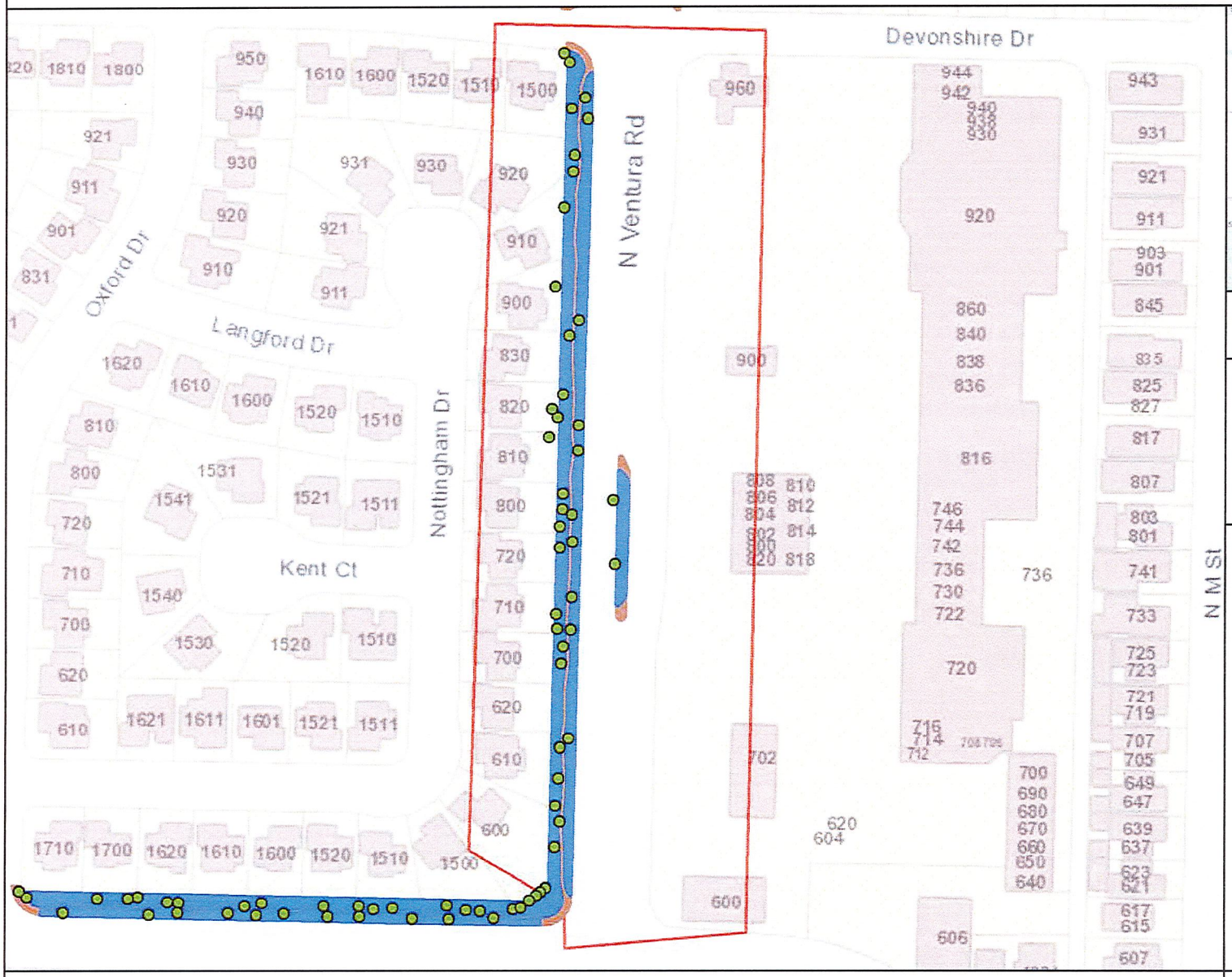
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

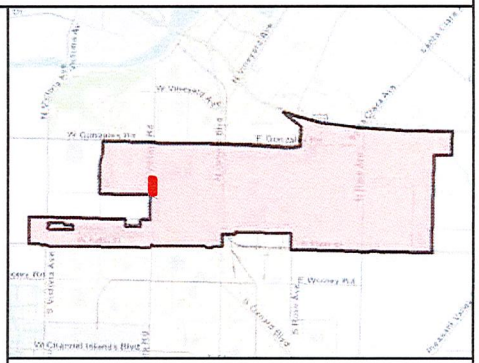
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 37 OF 49, VENTURA RD 03





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,795 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,283 SQ FT
~0.21 ACRES

PROJECT TREES:
39 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

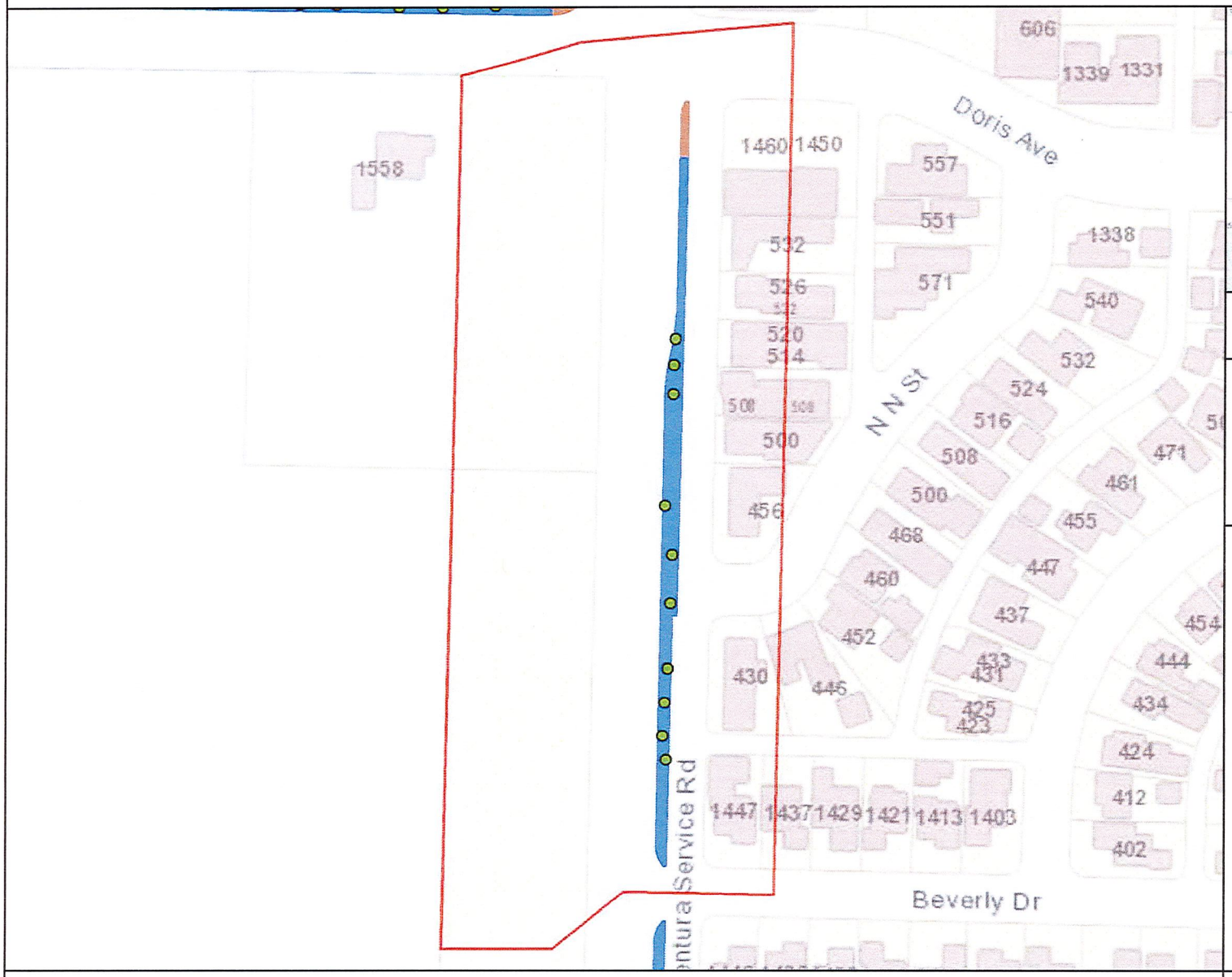
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

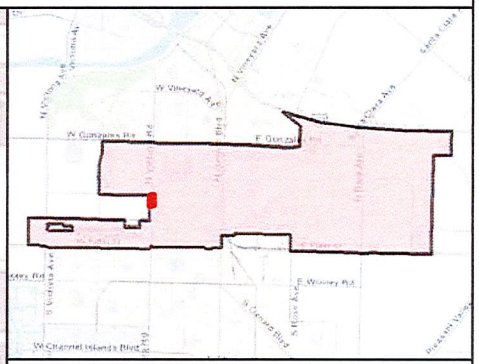
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 38 OF 49, VENTURA RD 04





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,501 SQ FT
~0.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~314 SQ FT
~0.01 ACRES

PROJECT TREES:
10 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

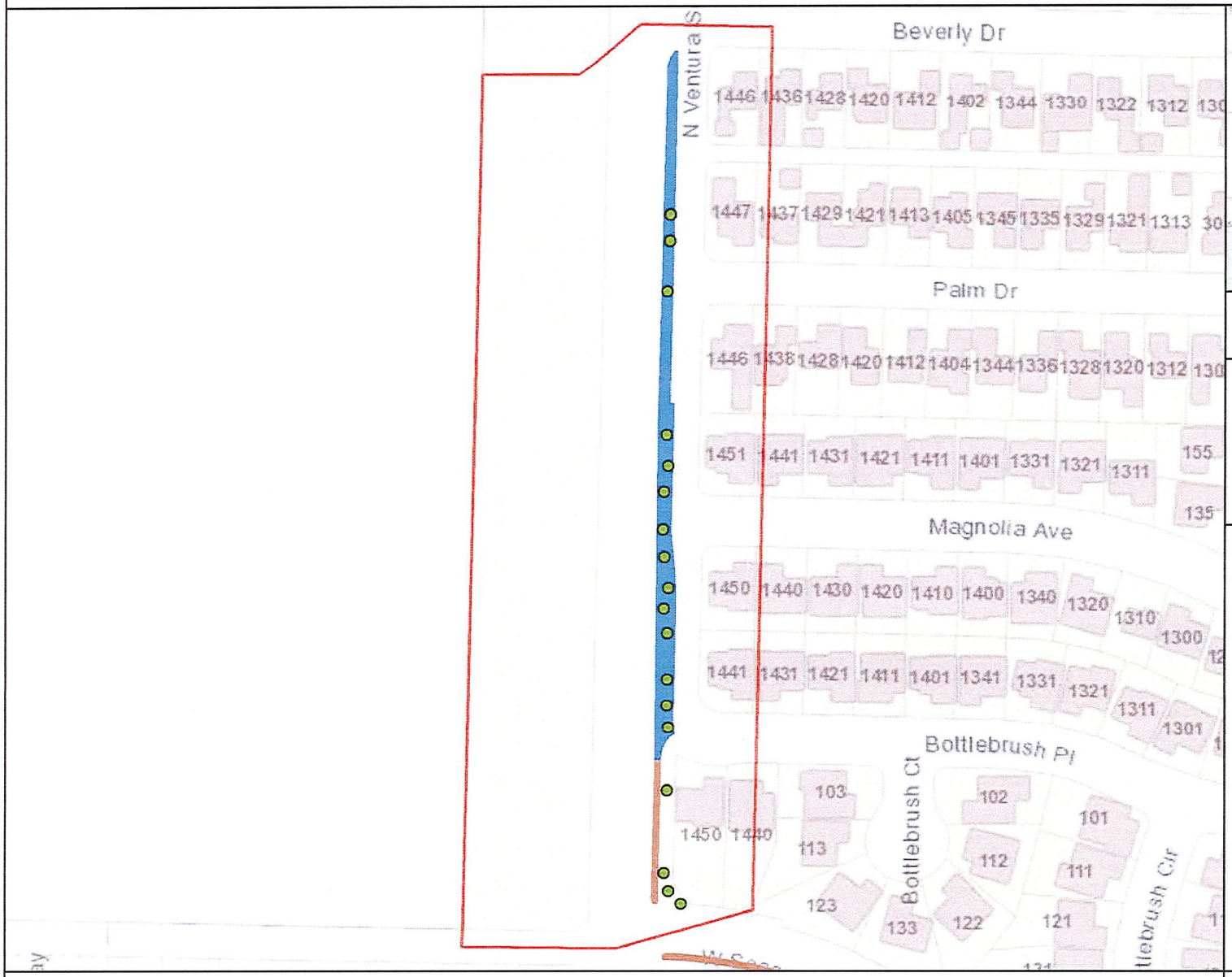
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

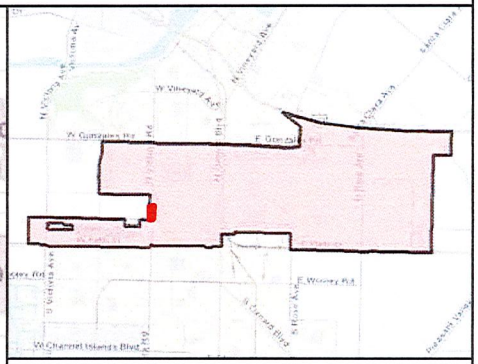
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 39 OF 49, VENTURA RD 05





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~10,560 SQ FT
~0.24 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~662 SQ FT
~0.02 ACRES

PROJECT TREES:
18 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

N W E S

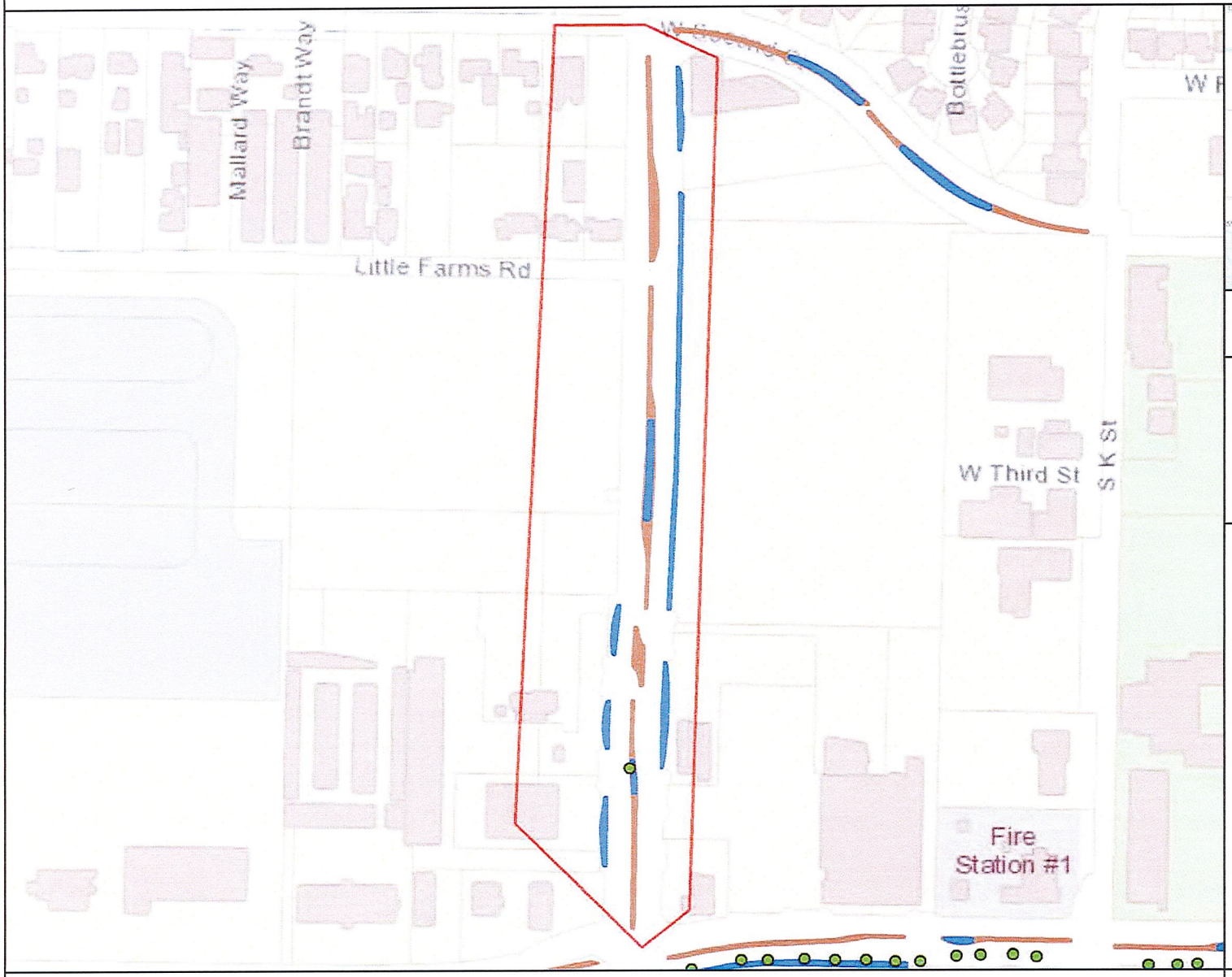
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

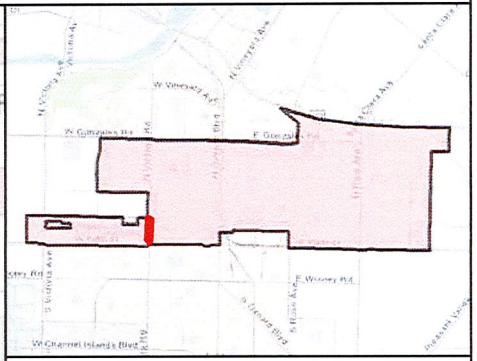
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 40 OF 49, VENTURA RD 06





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,917 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,612 SQ FT
~0.24 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

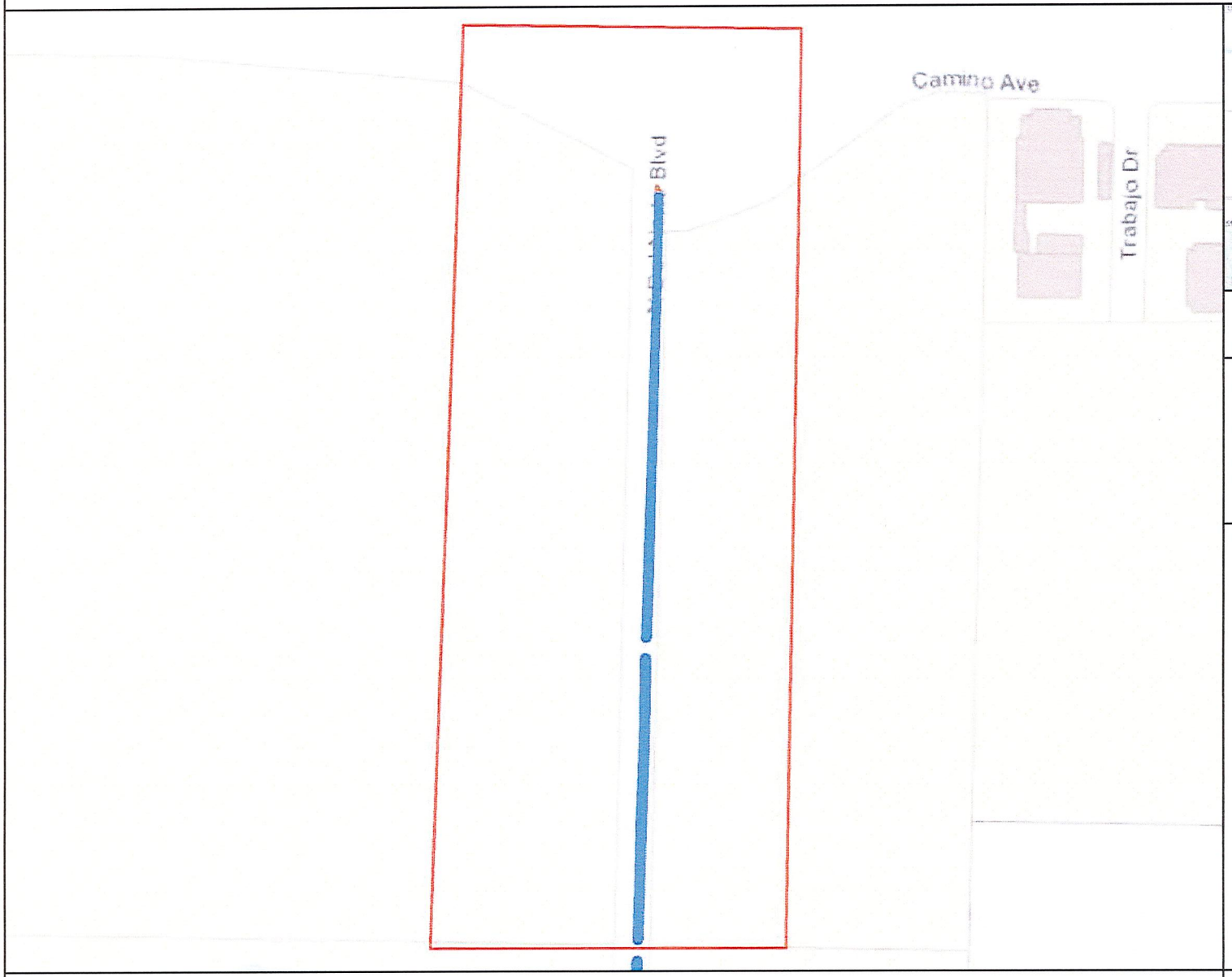
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

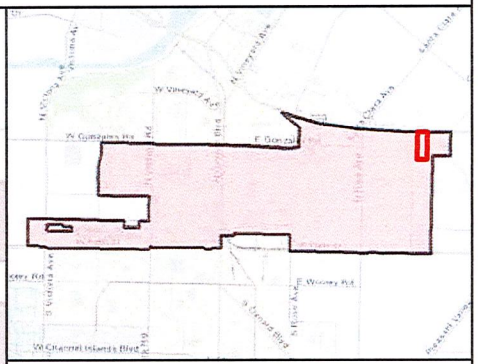
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 41 OF 49, DEL NORTE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,459 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~112 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

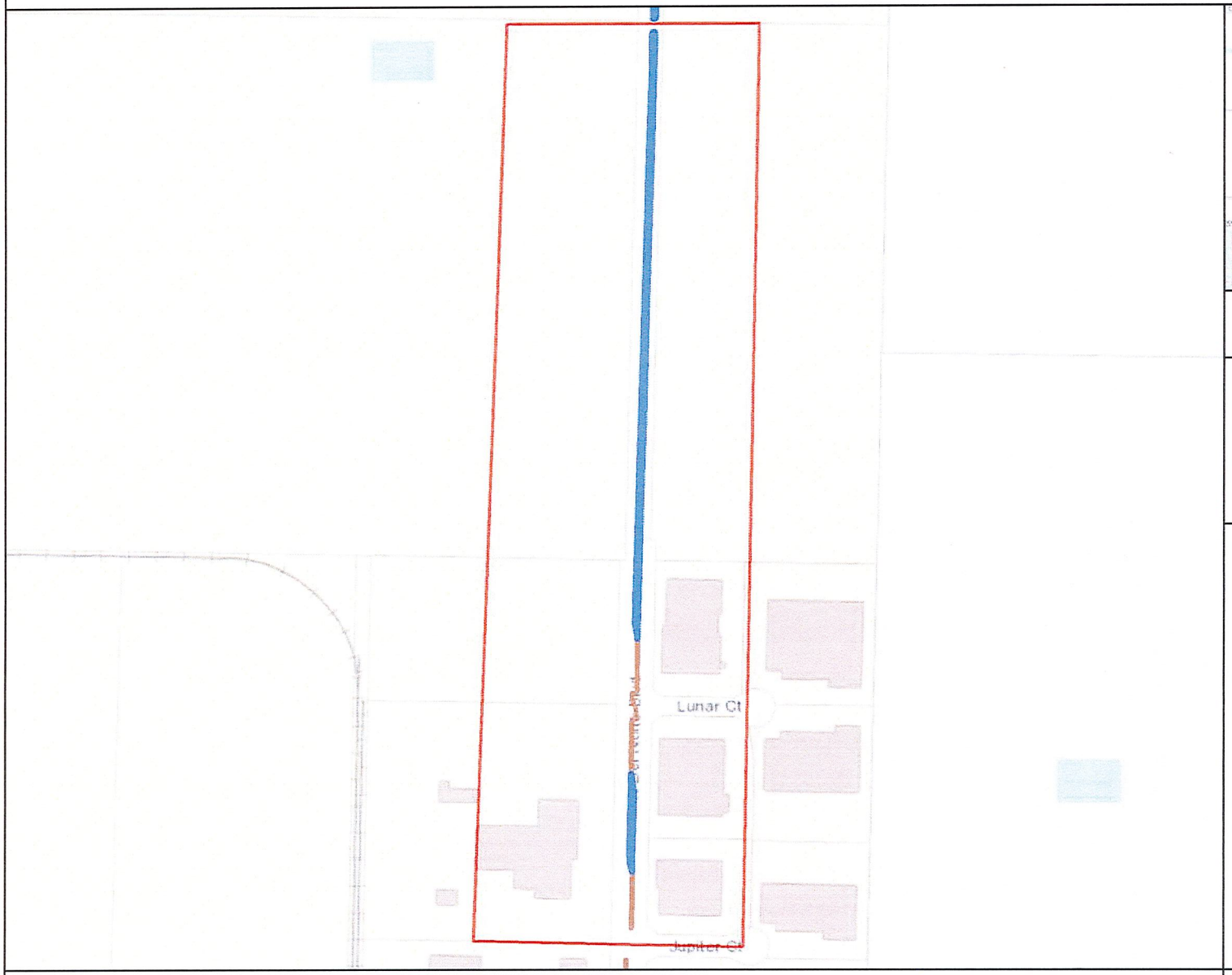
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

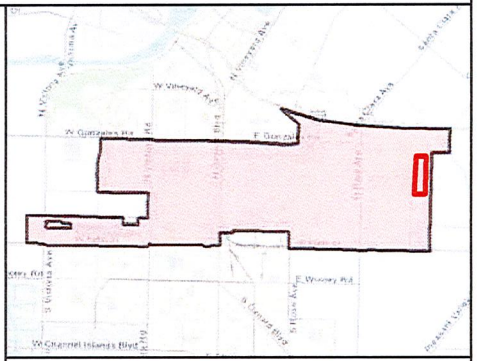
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 42 OF 49, DEL NORTE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,174 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,431 SQ FT
~0.06 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

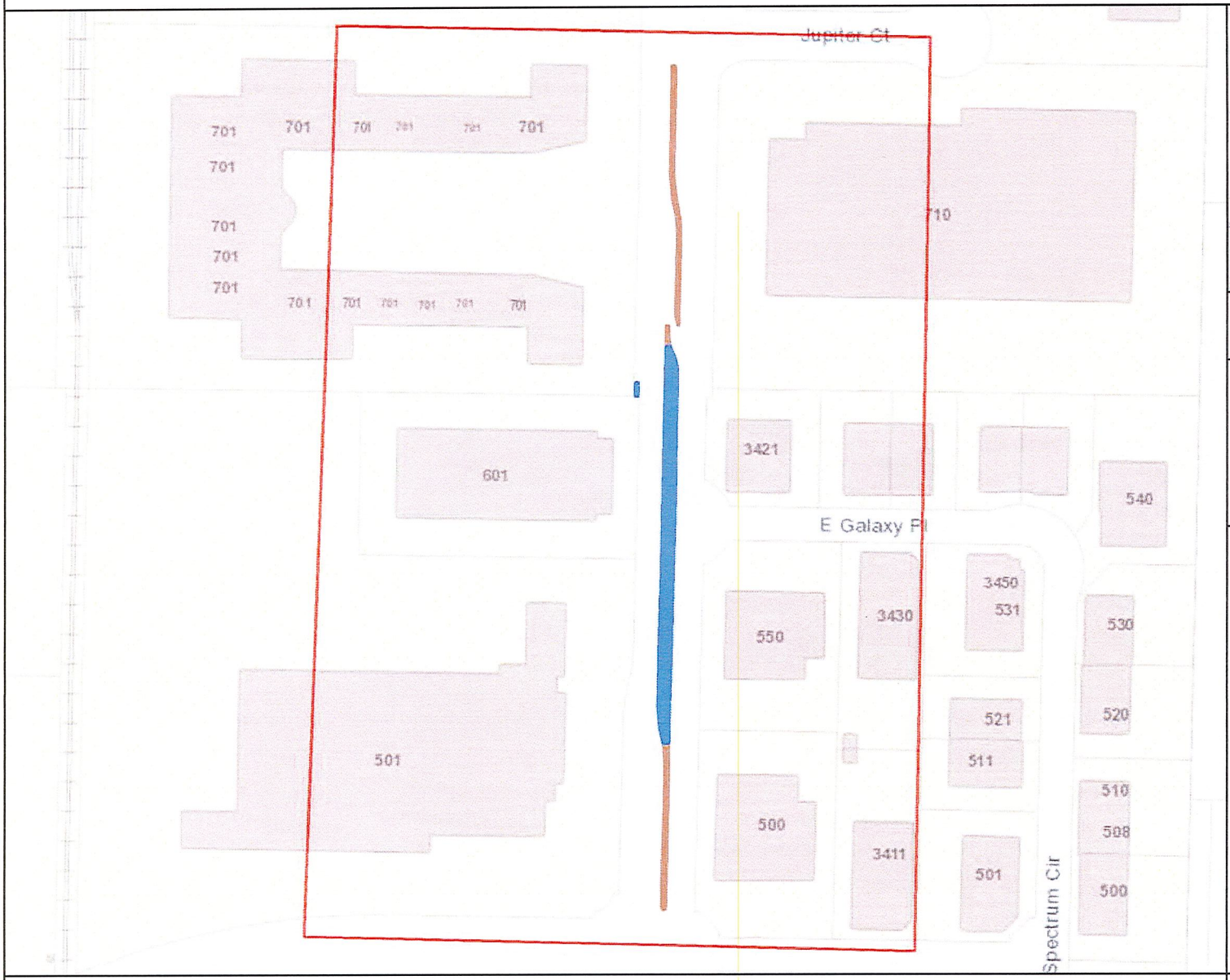
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

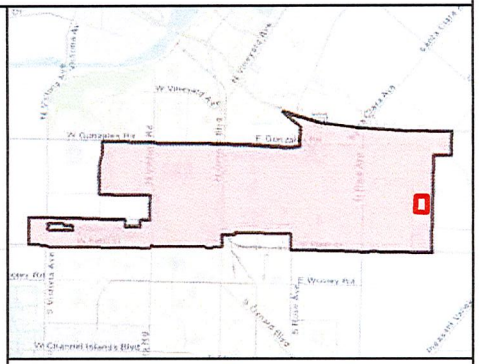
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 43 OF 49, DEL NORTE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,462 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,566 SQ FT
~0.06 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

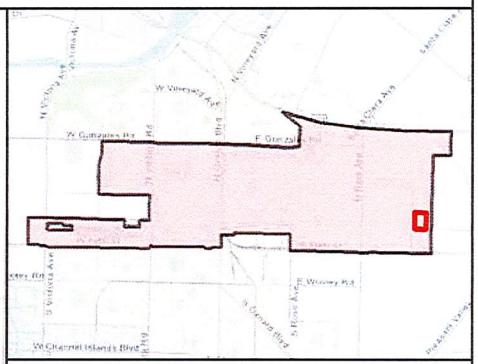
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 44 OF 49, DEL NORTE 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,227 SQ FT
~0.12 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,143 SQ FT
~0.07 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

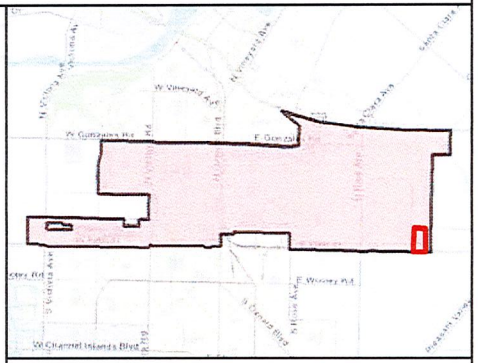
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 45 OF 49, DEL NORTE 5





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~8,125 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~9,224 SQ FT
~0.21 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

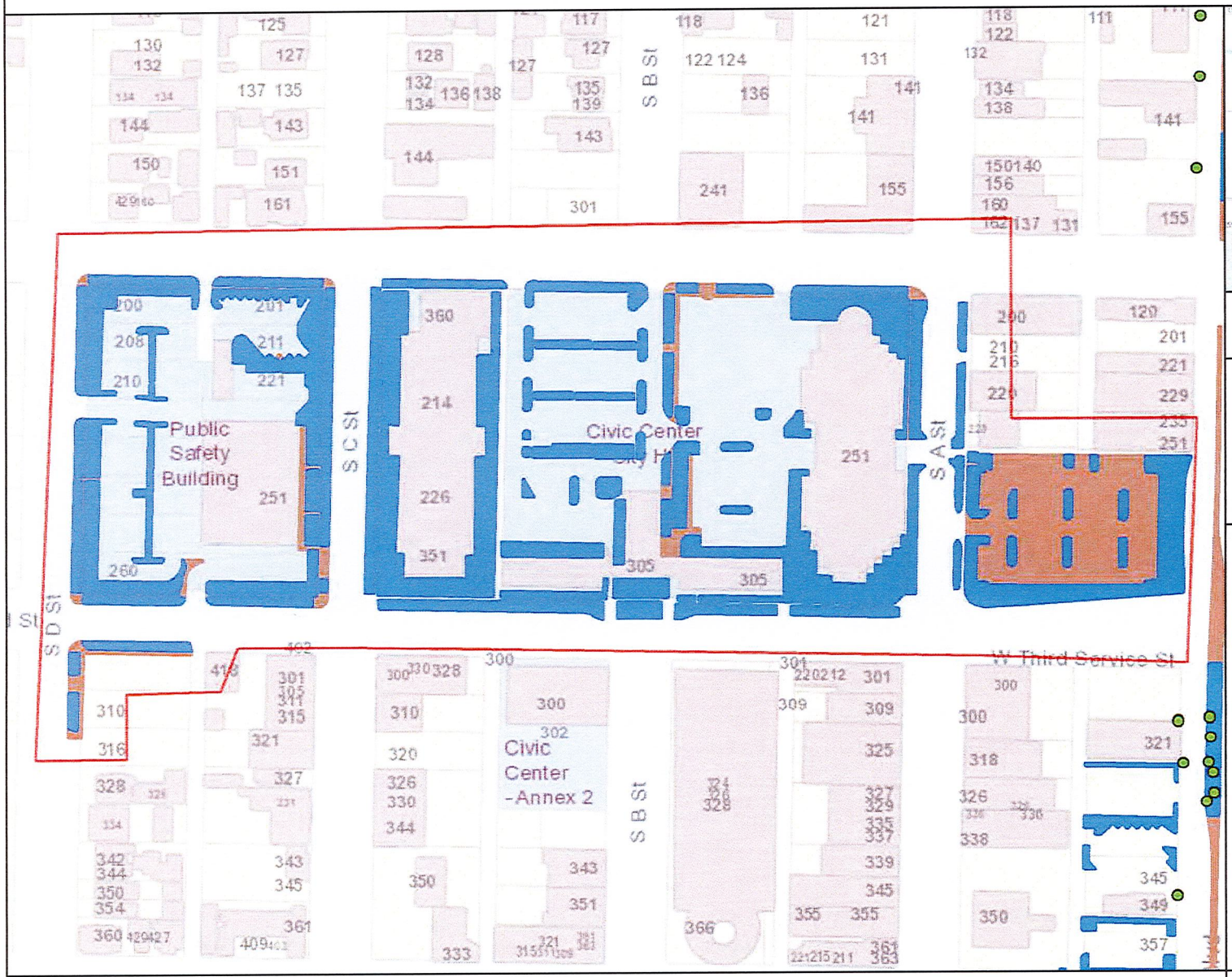
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

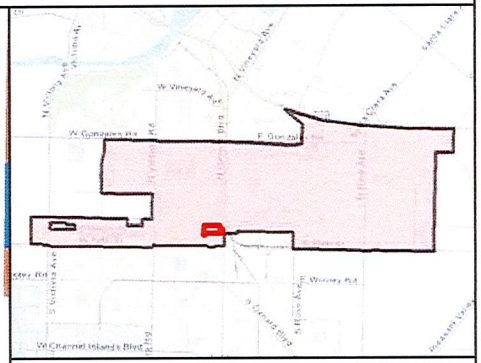
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 46 OF 49, CIVIC CENTER





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~129,764 SQ FT
~2.98 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~56,944 SQ FT
~1.31 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

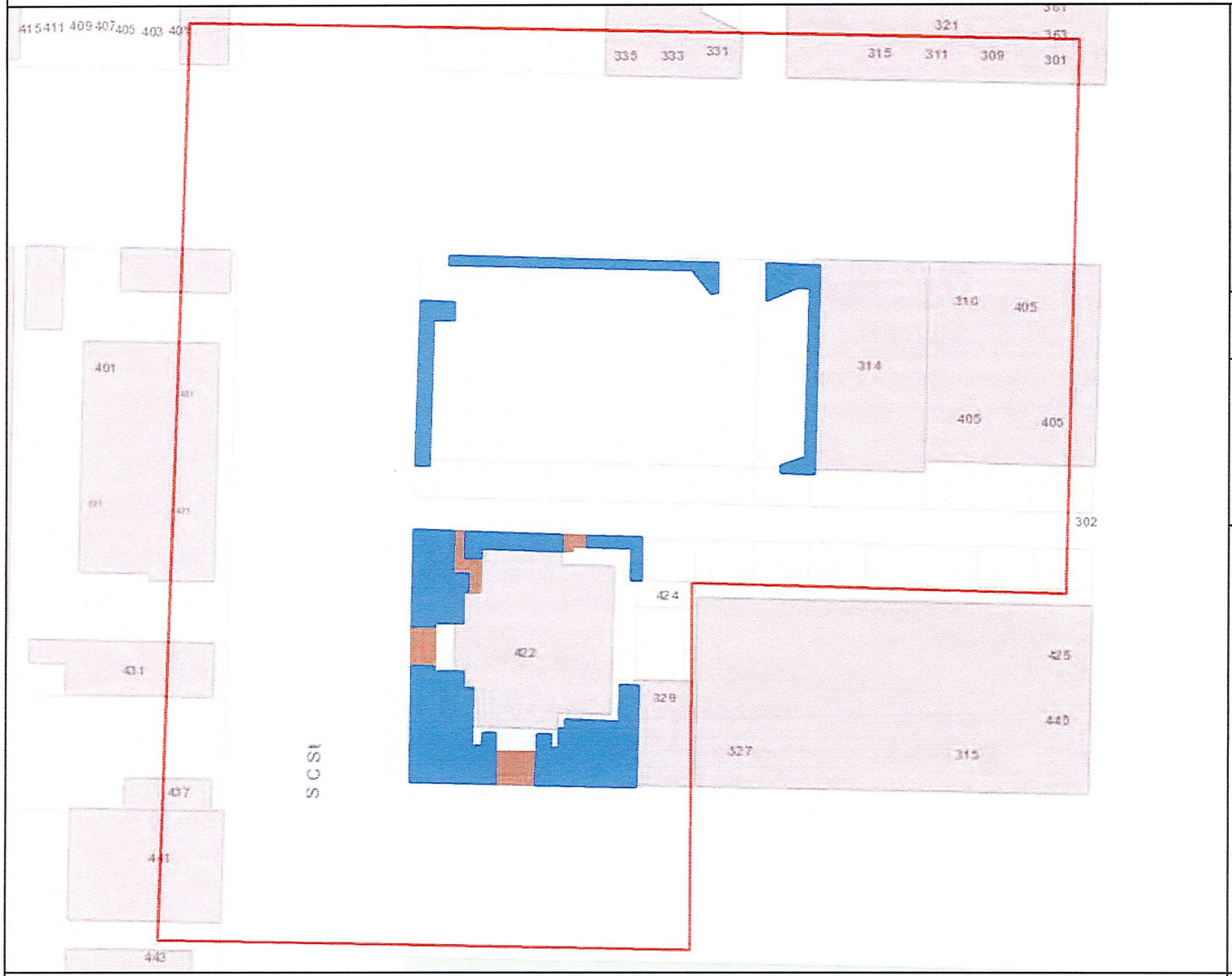
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

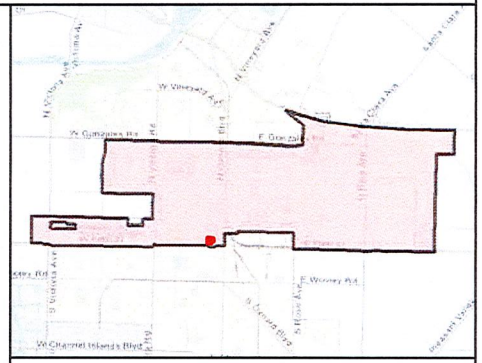
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 47 OF 49, CARNEGIE





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,674 SQ FT
~0.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~700 SQ FT
~0.02 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

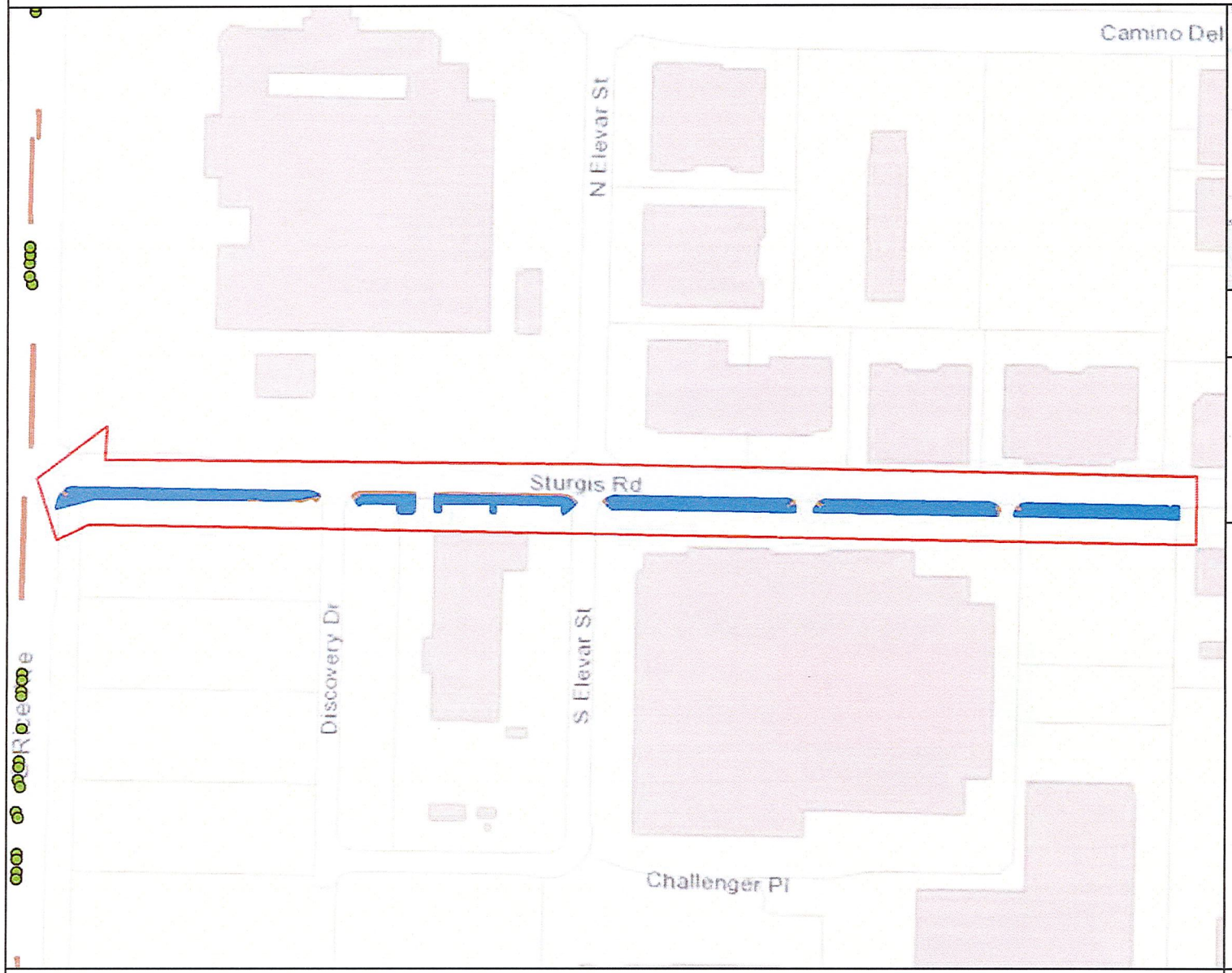
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

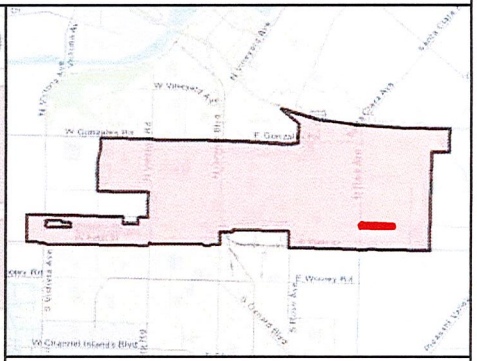
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 48 OF 49, STURGIS 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~38,183 SQ FT
~0.88 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,904 SQ FT
~0.27 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

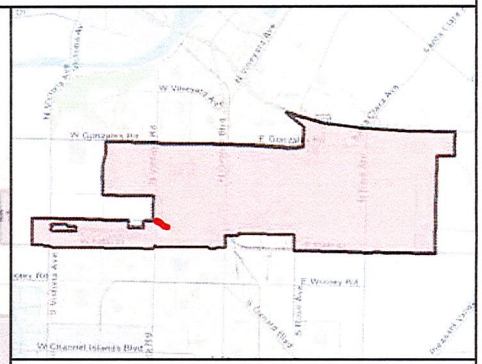
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 49 OF 49, W SECOND ST





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,358 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,580 SQ FT
~0.11 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N
W E
S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

FIRST AMENDMENT TO TRADE SERVICE AGREEMENT

This First Amendment ("First Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 21 day of October, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on July 1, 2021, by City and Vendor

City and Vendor agree as follows:

1. The reference to the Region 2 Work Detail Maps Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to replace certain pages of the Region 2 Work Detail Map Exhibit with the attached pages identified as The Region 2 Detail Update Map Exhibit attached hereto and incorporated herein by this reference.

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

Daniel Willhite — Oct 21, 2021

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

N/A

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

10/13/21

Stephen M. Fischer, City Attorney (always required) Date

MARIPOSA LANDSCAPES, INC

10-11-21

Terry Noriega, President[2] Date

10-8-21

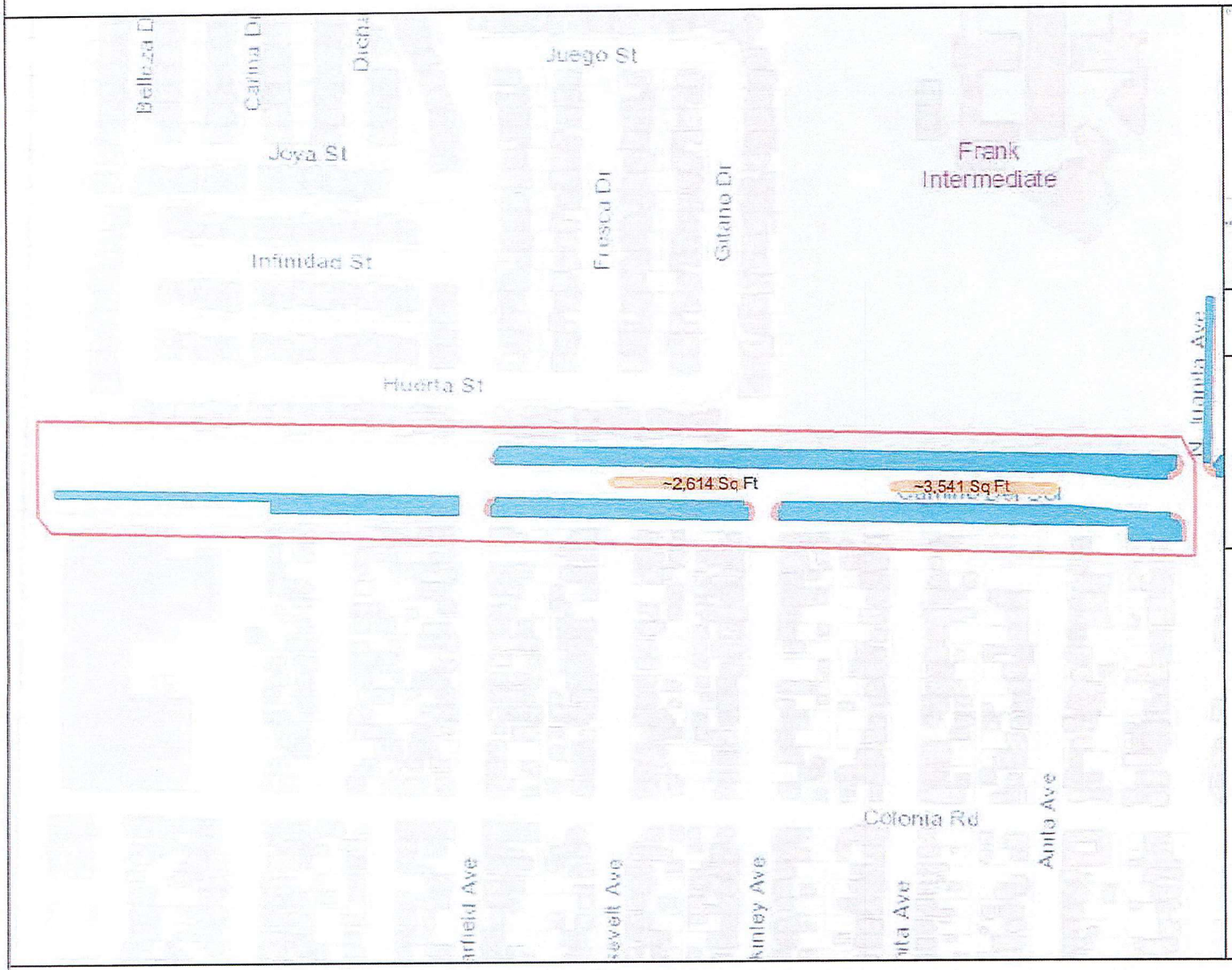
Antonio Valenzuela, Secretary Date

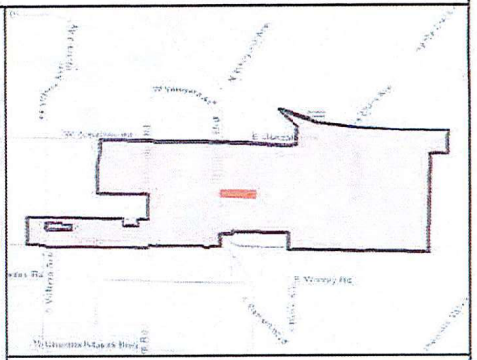
[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[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.

REGION 2 WORK DETAIL UPDATE: PAGE 1 OF 49, CAMINO DEL SOL 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

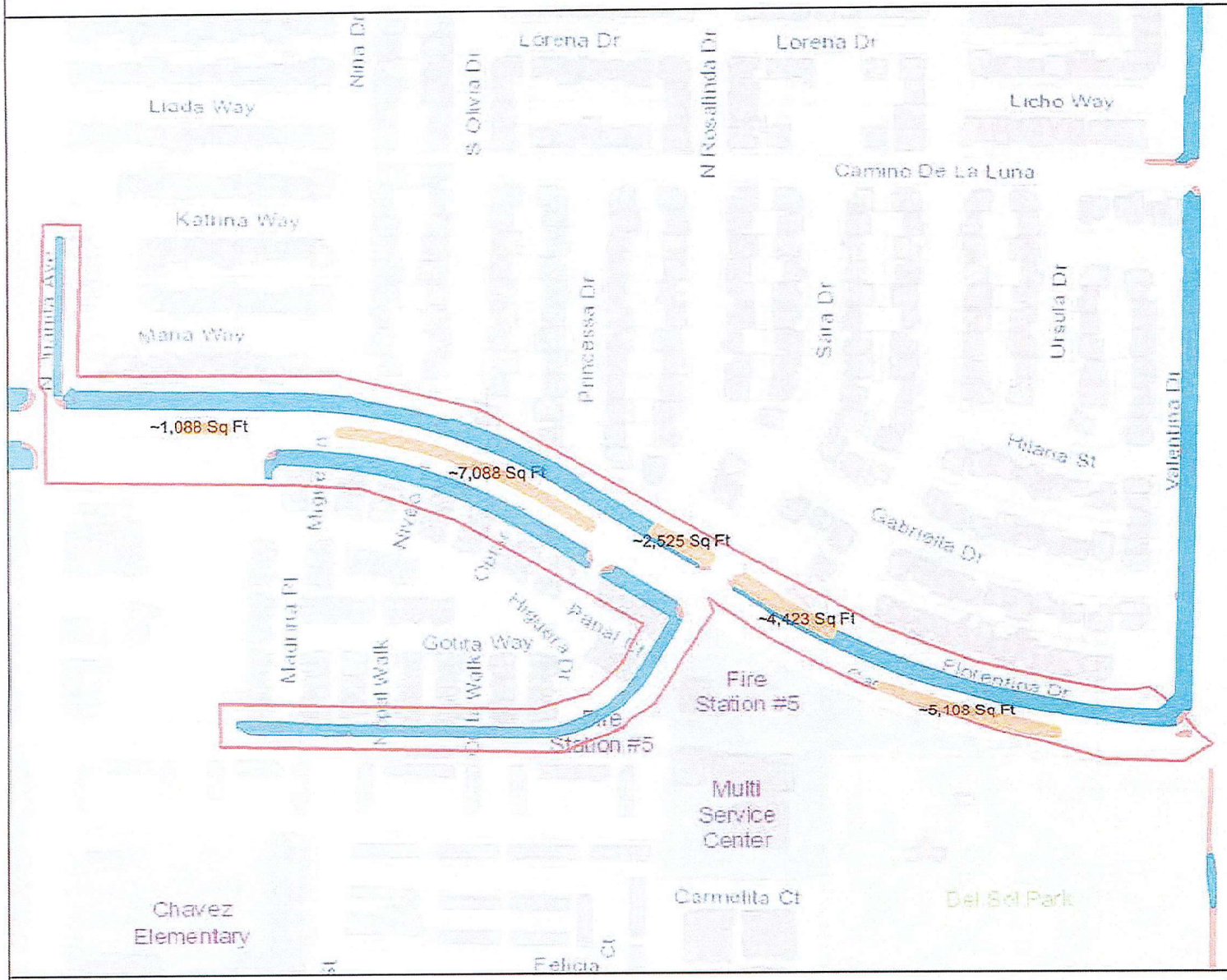
0 200 400 600 800 Feet

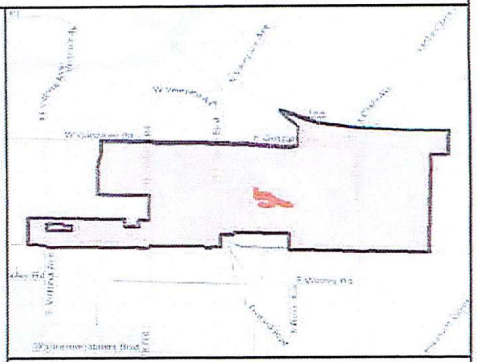
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 2 OF 49, CAMINO DEL SOL 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

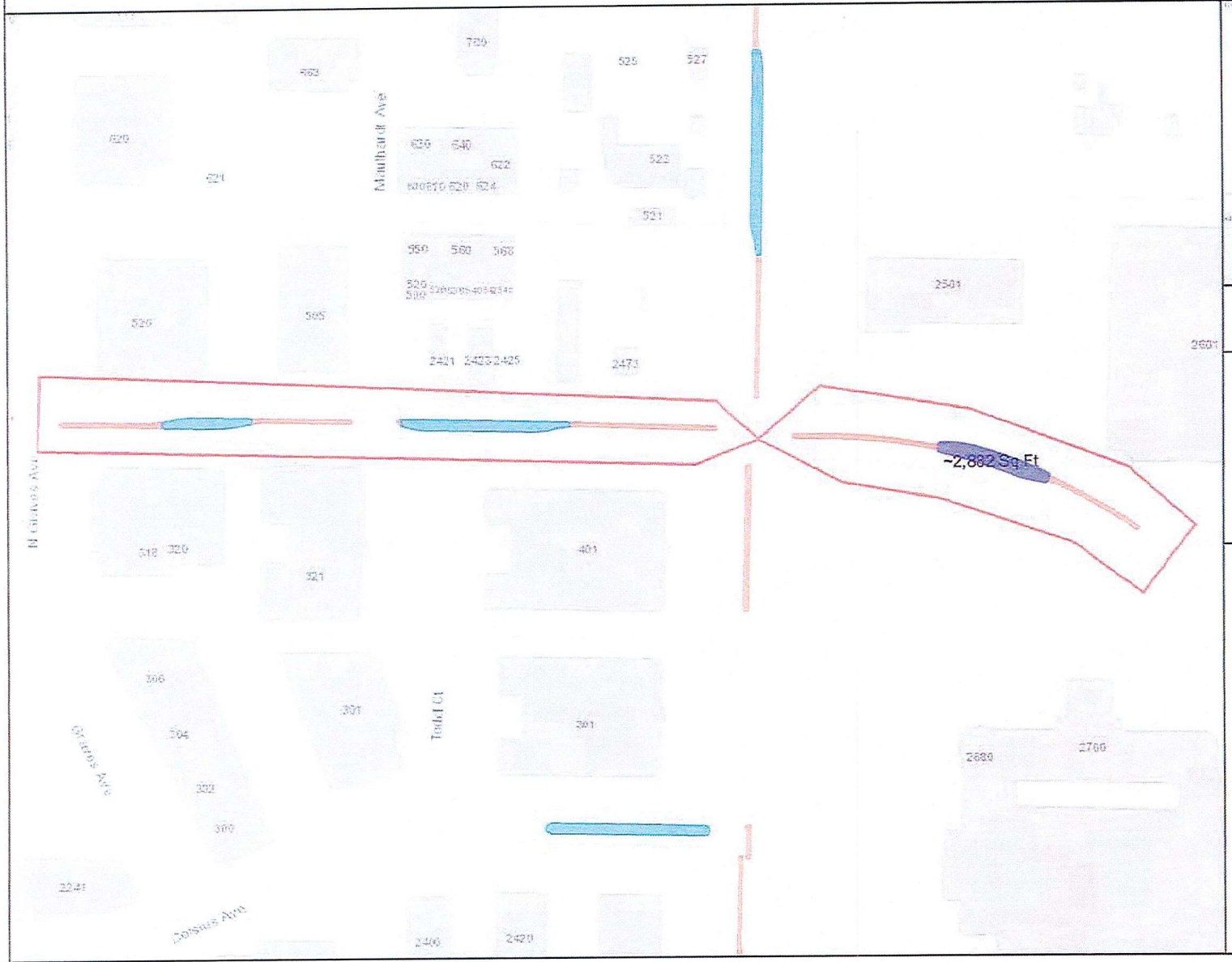
0 200 400 600 800 1,000 Feet

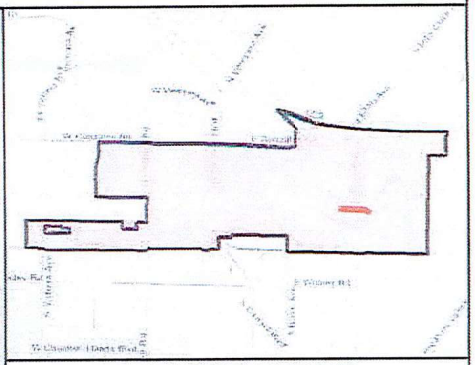
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 4 OF 49, CAMINO DEL SOL 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

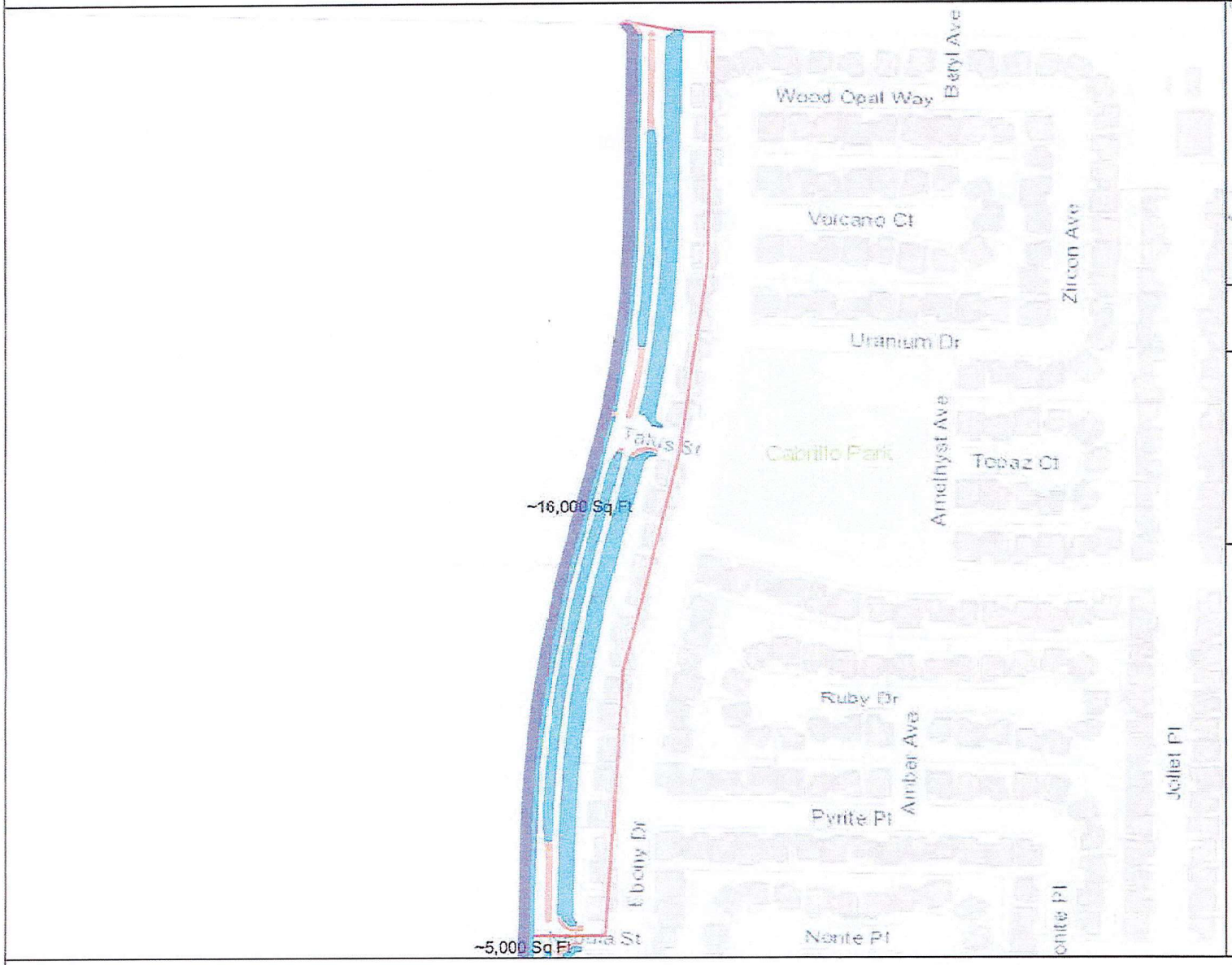
0 200 400 600 800 Feet

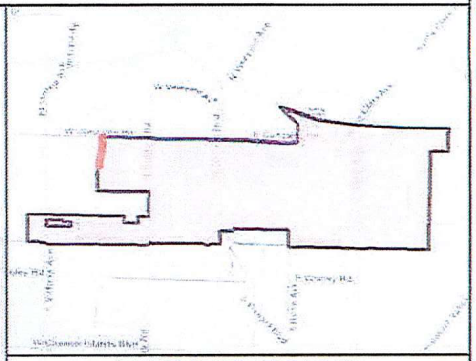
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 22 OF 49, PATTERSON RD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
September 2021

0 200 400 600 800 1,000 Feet

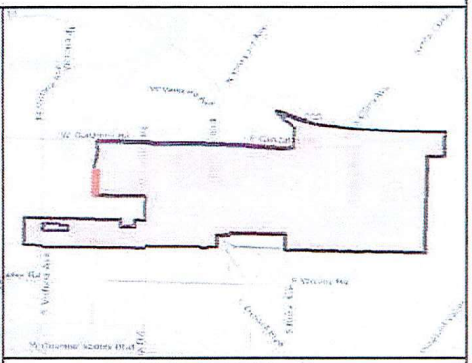
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 23 OF 49, PATTERSON RD 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

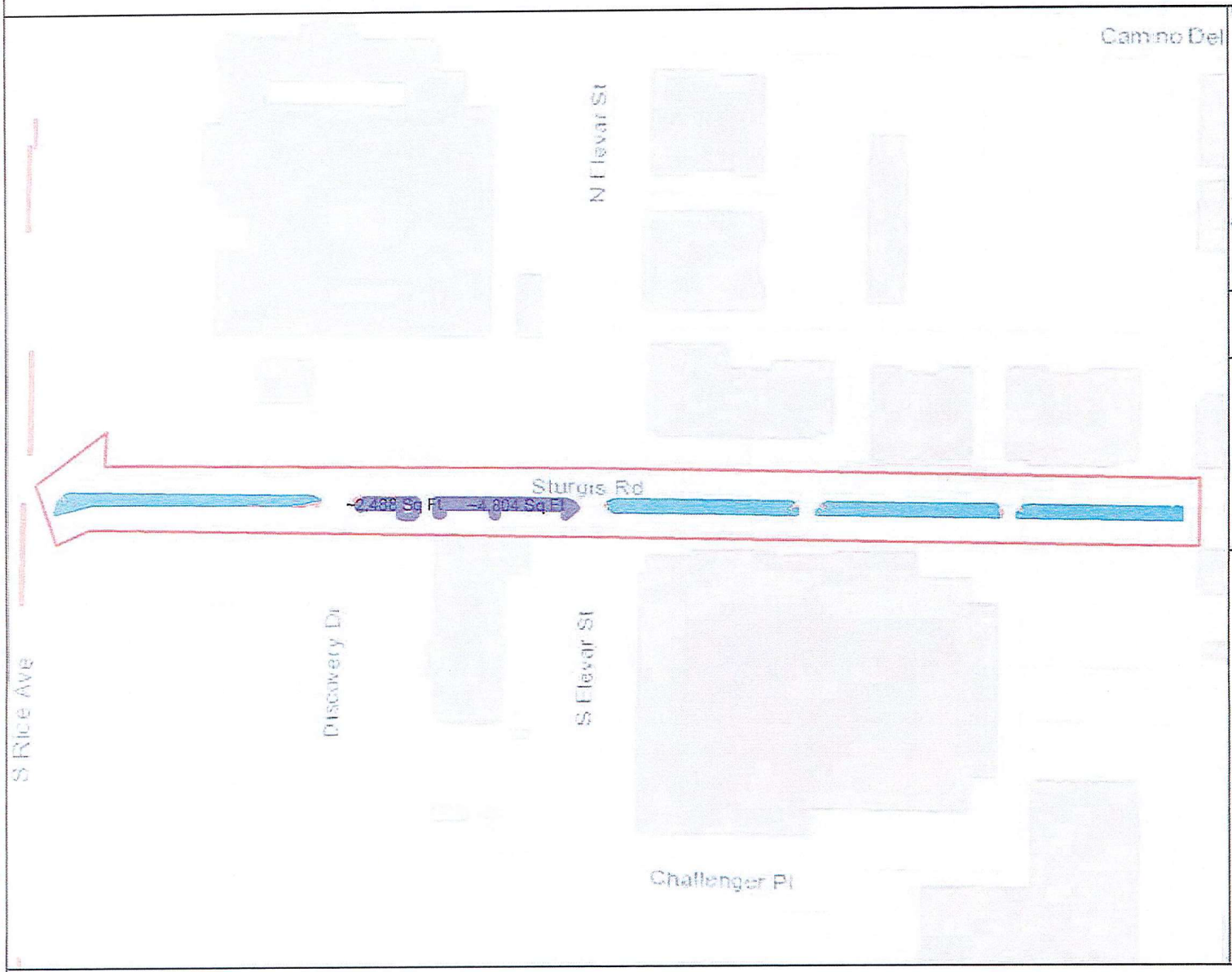
0 200 400 600 800 Feet

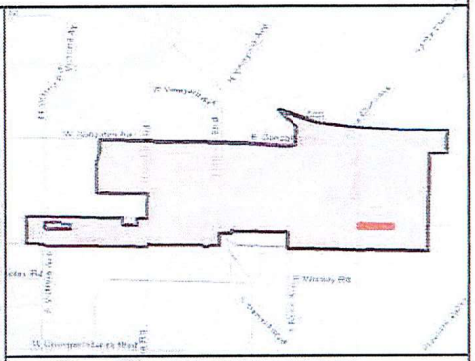
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 48 OF 49, STURGIS 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

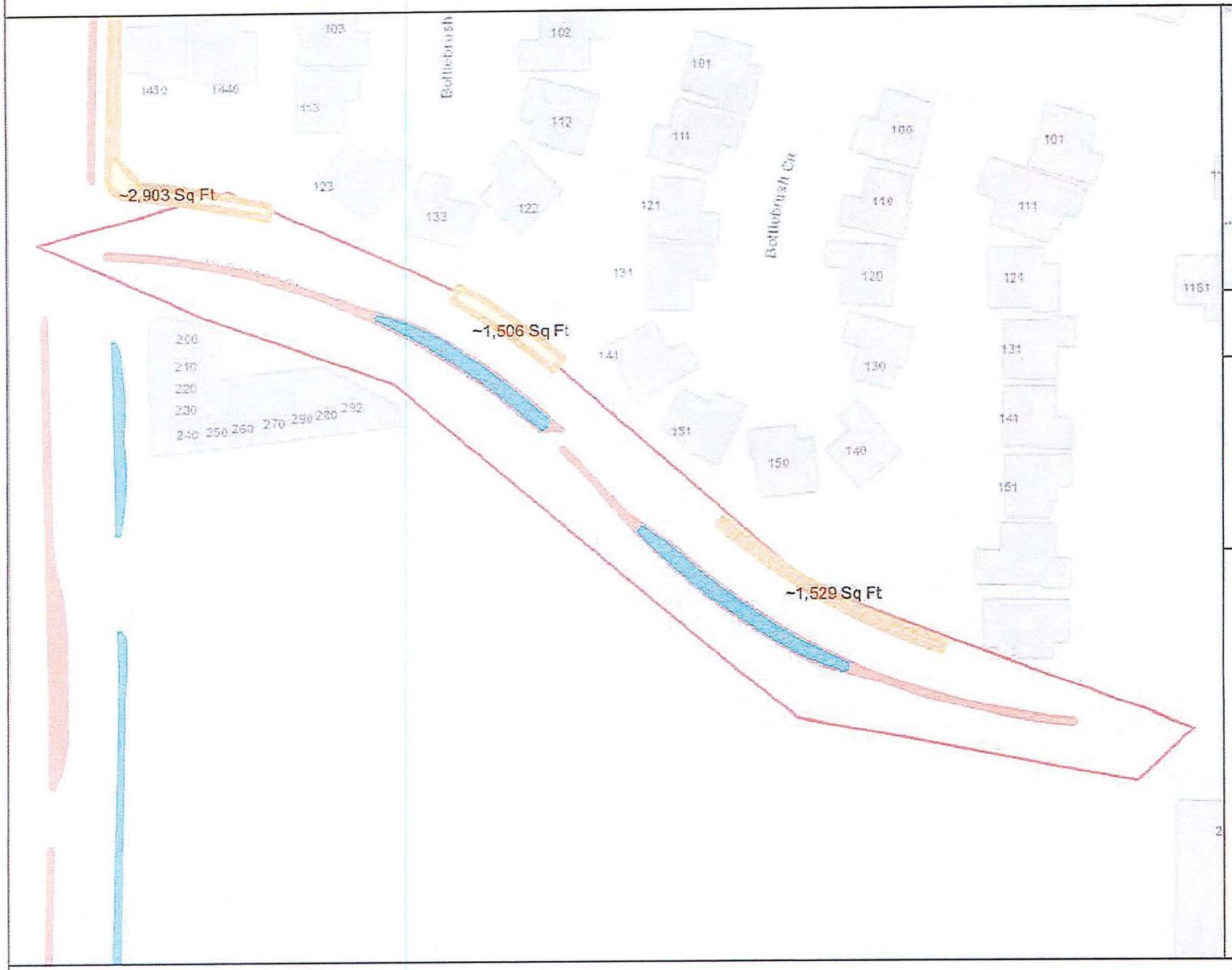
0 200 400 600 800 Feet

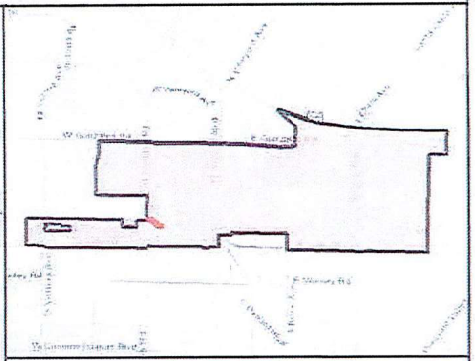
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 49 OF 49, W SECOND ST





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

0 200 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: August 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Monthly Landscaping Maintenance located in Median ways located within Region 2

(4) Schedule of Services: Monthly Landscaping Maintenance located in Median ways located within Region 2 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $2,125,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Luis Valenzuela

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Mariposa Landscapes,
Inc Attn: Luis Valenzuela
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

luisv@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Region 2 Detail Maps
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 M3(2)
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6-29-21

■ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

MARIPOSA LANDSCAPES, INC.

06/07/2021

Terry Noriega, President[2] Date

06/07/2021

Antonio Valenzuela, Secretary Date

ATTEST:

R. Chaparro 6/29/21

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 6-9-21

Stephen M. Fischer, City Attorney (always required) Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

- Safety Data Sheet (SDS)
- Product Specimen Label
- Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance. Use of articulating flail mowers may be used upon prior approval of the Project Manager and an approved traffic plan.

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew assignments, specifying the areas which are to be serviced.

Work will not be performed adjacent to residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager prior to application. Vendor shall notify the Project Manager three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All medians and parkways shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager. The use of a skid sprayer or towable sprayer may be used upon prior approval of the Project Manager.

I. Weed Abatement

All weed abatement of vacant parcels not listed in the Scope of Work shall be negotiated separately from this Contract. Treatments of non-selective herbicide shall be performed at a minimum of one acre at the cost per acre as provided by the contractor within this Agreement.

J. Vertebrate Control

Any vertebrate problem is to be addressed monthly until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for approval.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. In areas of large monotypic connected shrubs, such as along certain railroad right-of-ways, equipment such as articulating flail mowers may be used upon prior approval of the Project Manager. Faded or dead flower heads or their stalks and plant leaves shall be removed on a monthly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager . Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager. Mowing shall occur once a month. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager.

M. Tree Maintenance

Tree pruning will be the responsibility of the City. Vendor will be responsible for the clearing and disposal of any limbs, branches, palm fronds, fruit clusters, and/or any other vegetation that collects at the base of trees and within the median and/or hardscape areas.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

Items beyond routine tasks, including but not limited to, mulch installation/ replacement, removal/replacement of existing plantings, landscape and/or hardscape replacement work performed by the Vendor shall be compensated by the City on a time and material basis. Work performed under this section shall only be completed with written authorization for the City's designated Project Manager.

It is the intent of the City to renovate the parkways and median through the removal of ornamental turf and reduction of plantings for water conservation.

P. Vandalism, Theft and Graffiti

All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage

All storm damage shall be the responsibility of the City.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties

Vendor shall be accountable for condition of work performed under this Contract.

V. Daily Work Tickets

Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in parkways and medians
7. Take extended breaks while at City facilities

Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Quantity

Not applicable.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

Invoicing

Each monthly invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 9:00 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

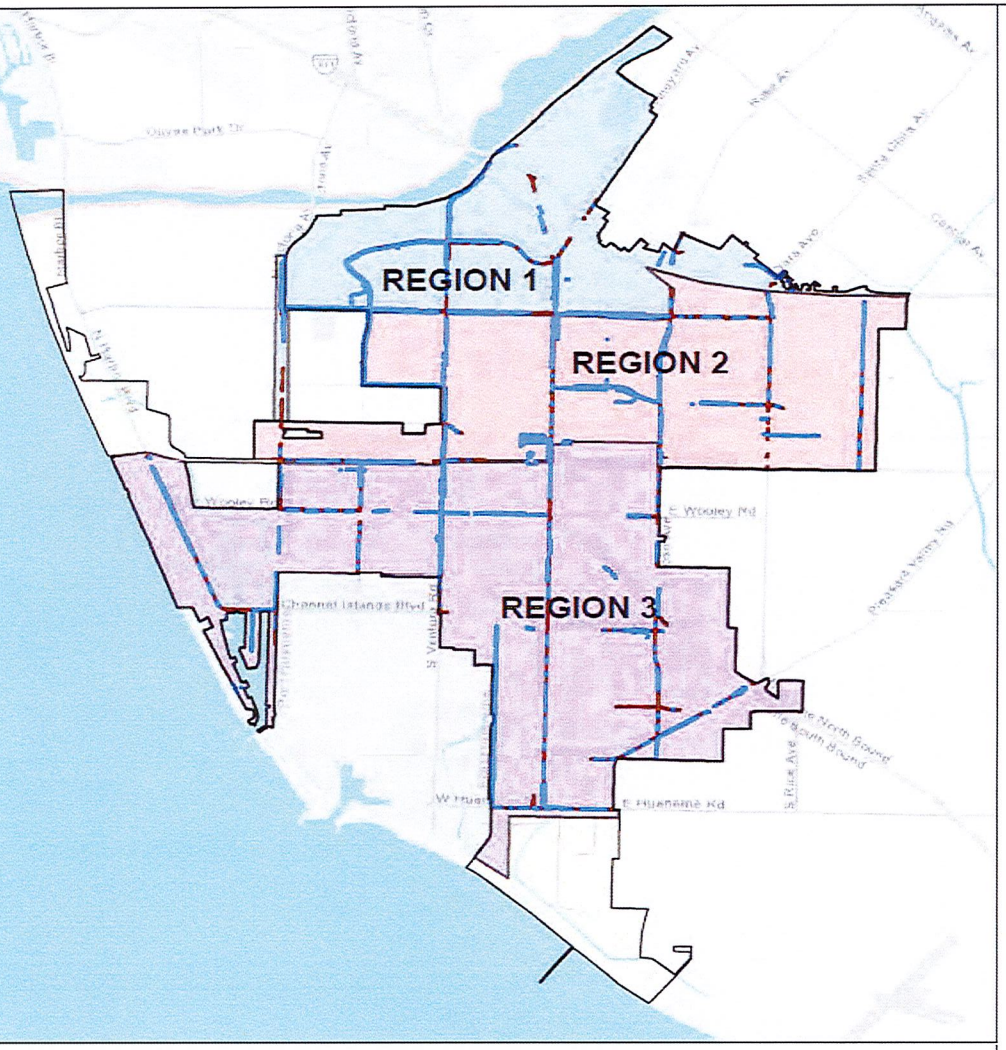
The Vendor shall provide monthly Landscape Maintenance Services within the City's Medians located in Region 2

	Monthly Cost
Region 2	**$54,864.00**
Non-Selective herbicide applicate	**$1,800/acre**
Hourly Rate for as-needed tasks	**$40.00/hour**
Material markup rate for as-needed tasks	**15%**

REGION 1
TREES: 2,149
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4

REGION 2:
TREES: 2,146
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10

REGION 3:
TREES: 2,365
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0



MAINTENANCE TOTALS

FULL CITY

MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES

TREES ALONG ARTERIAL STREETS: ~6,660 TREES

Medians & Parkways

Hardscape

OXNARD

0 0.5 1 2 Miles

City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

INSURANCE EXHIBIT
Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim

administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY n) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
_____
Telephone: (___) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent☐ Underwriter ☐ ___

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

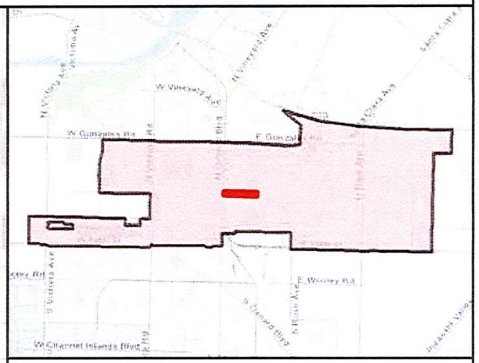
d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

REGION 2 WORK DETAIL: PAGE 1 OF 49, CAMINO DEL SOL 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~106,882 SQ FT
~2.45 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~19,113 SQ FT
~0.44 ACRES

PROJECT TREES:
252 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

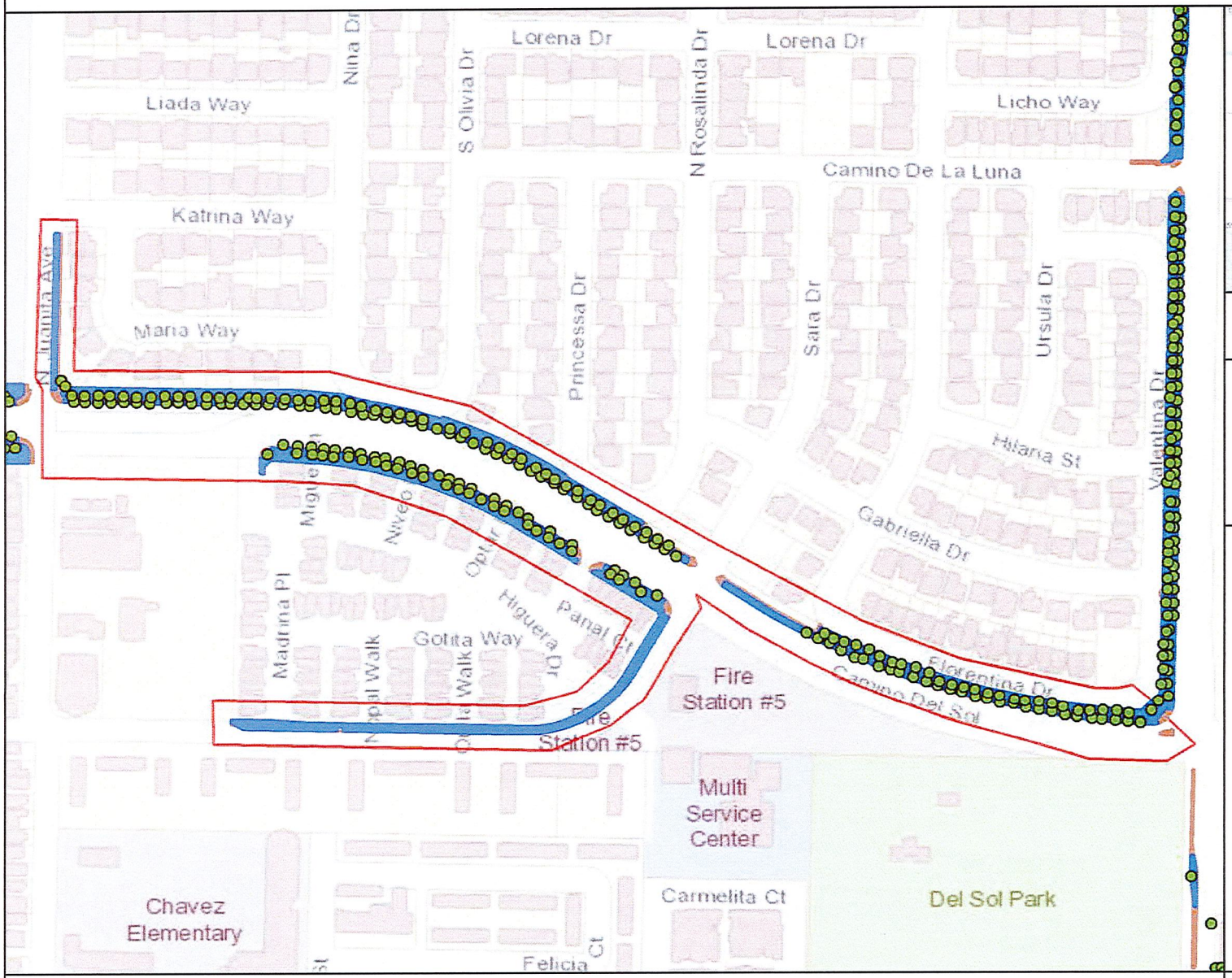
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

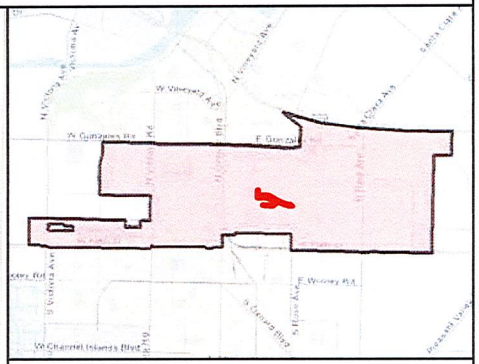
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 2 OF 49, CAMINO DEL SOL 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~101,928 SQ FT
~2.34 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~29,362 SQ FT
~0.67 ACRES

PROJECT TREES:
206 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

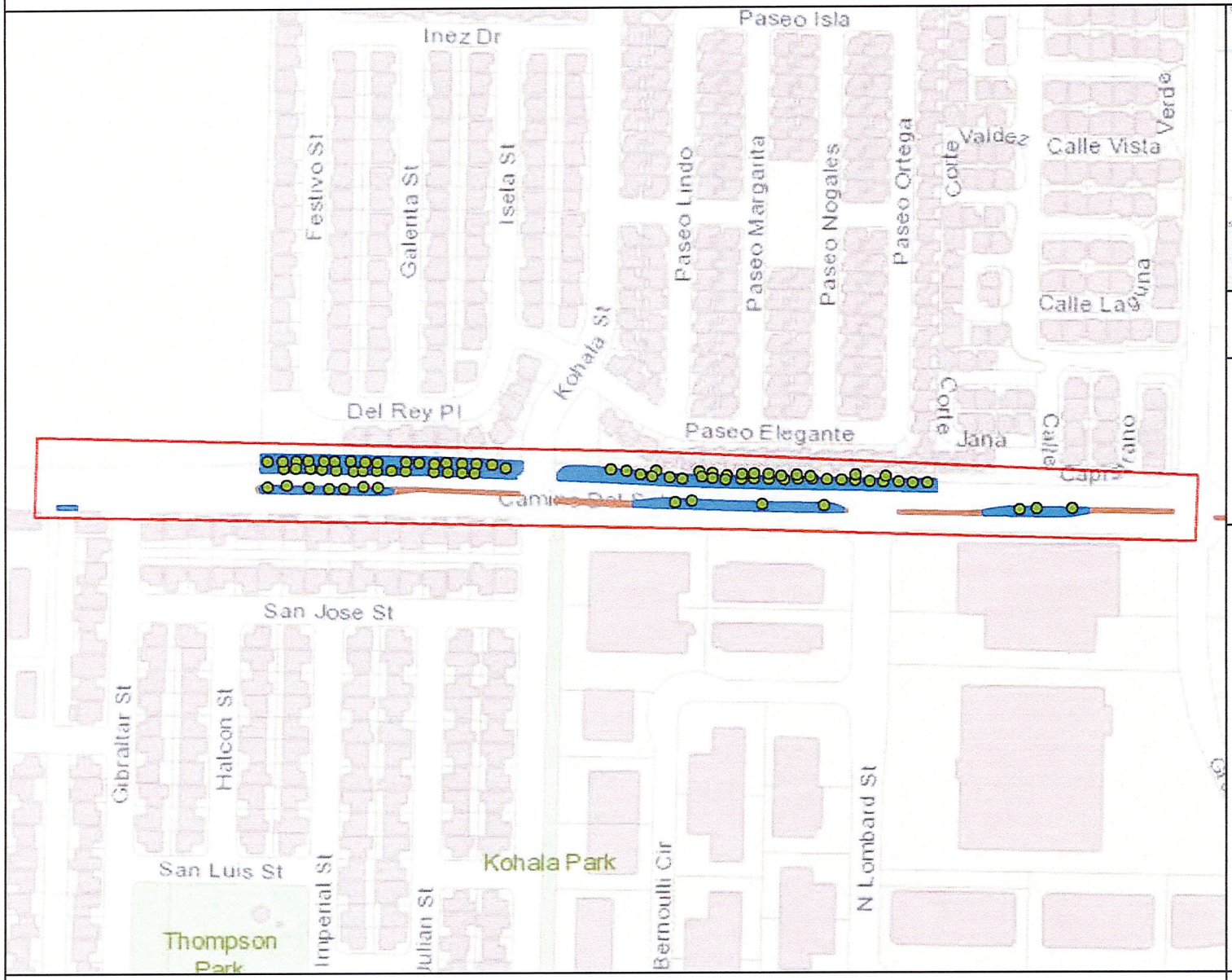
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

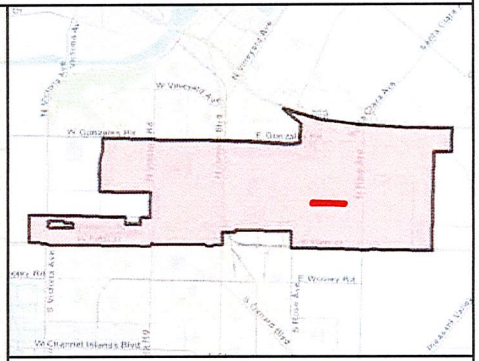
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 3 OF 49, CAMINO DEL SOL 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,259 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,190 SQ FT
~0.12 ACRES

PROJECT TREES:
80 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

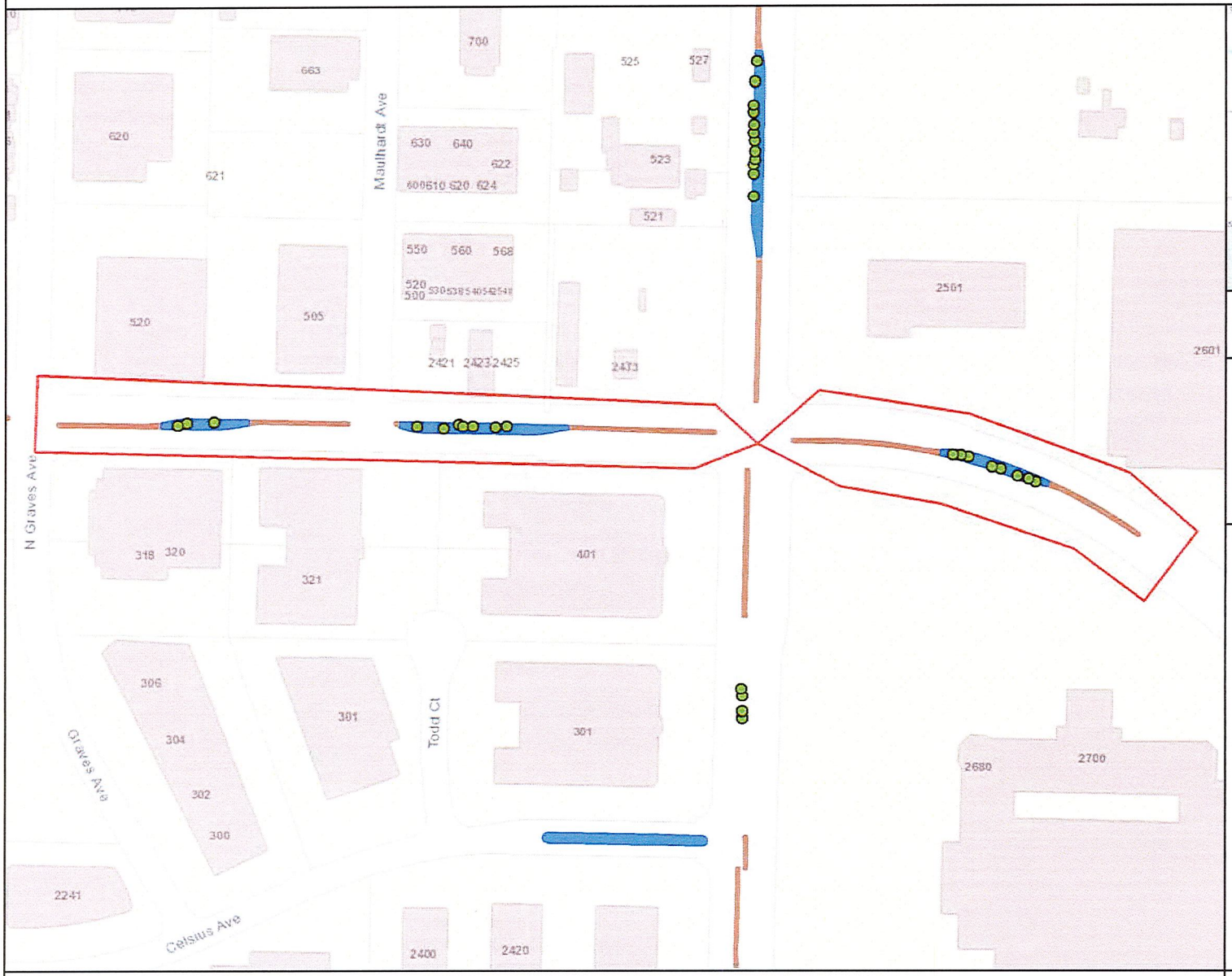
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

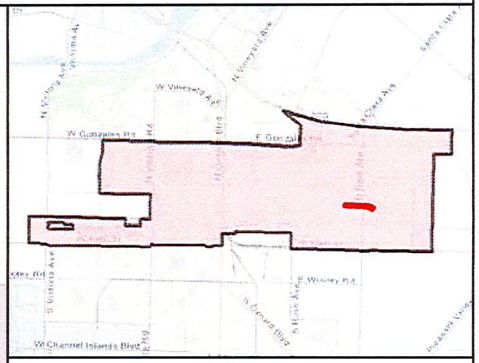
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 4 OF 49, CAMINO DEL SOL 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,369 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,736 SQ FT
~0.11 ACRES

PROJECT TREES:
18 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

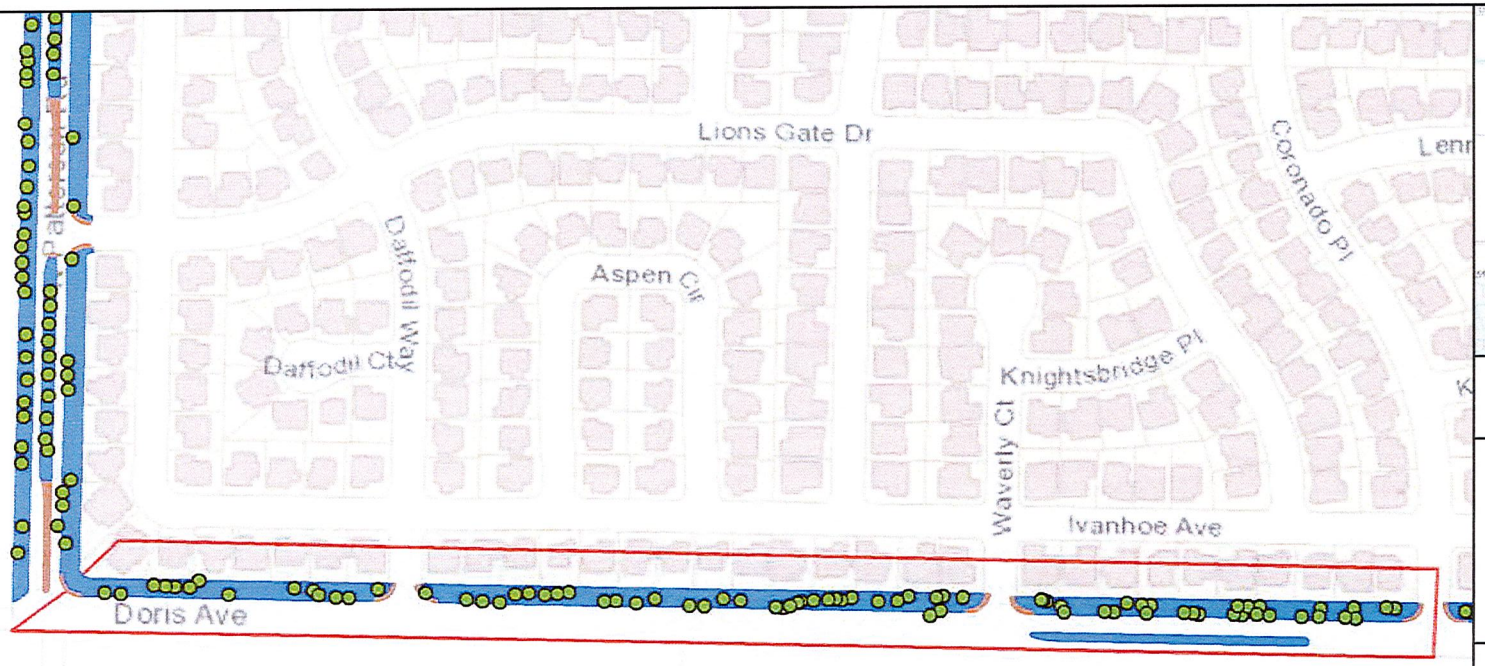
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

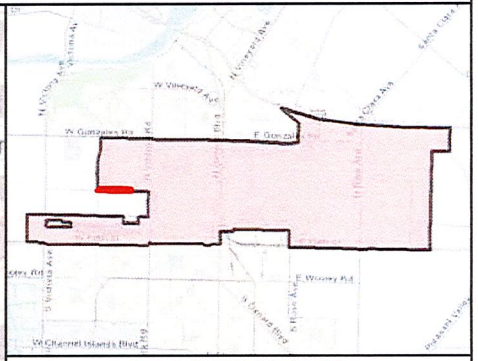
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 5 OF 49, DORIS AVE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,788 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~13,920 SQ FT
~0.32 ACRES

PROJECT TREES:
78 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

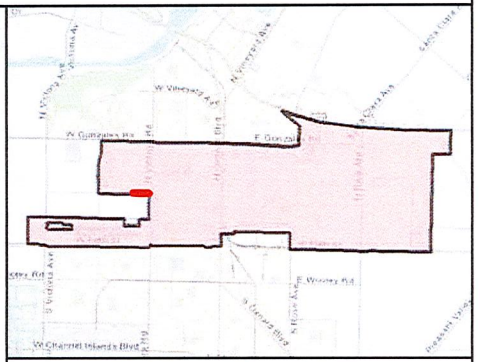
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 6 OF 49, DORIS AVE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,077 SQ FT
~0.67 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,759 SQ FT
~0.18 ACRES

PROJECT TREES:
60 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

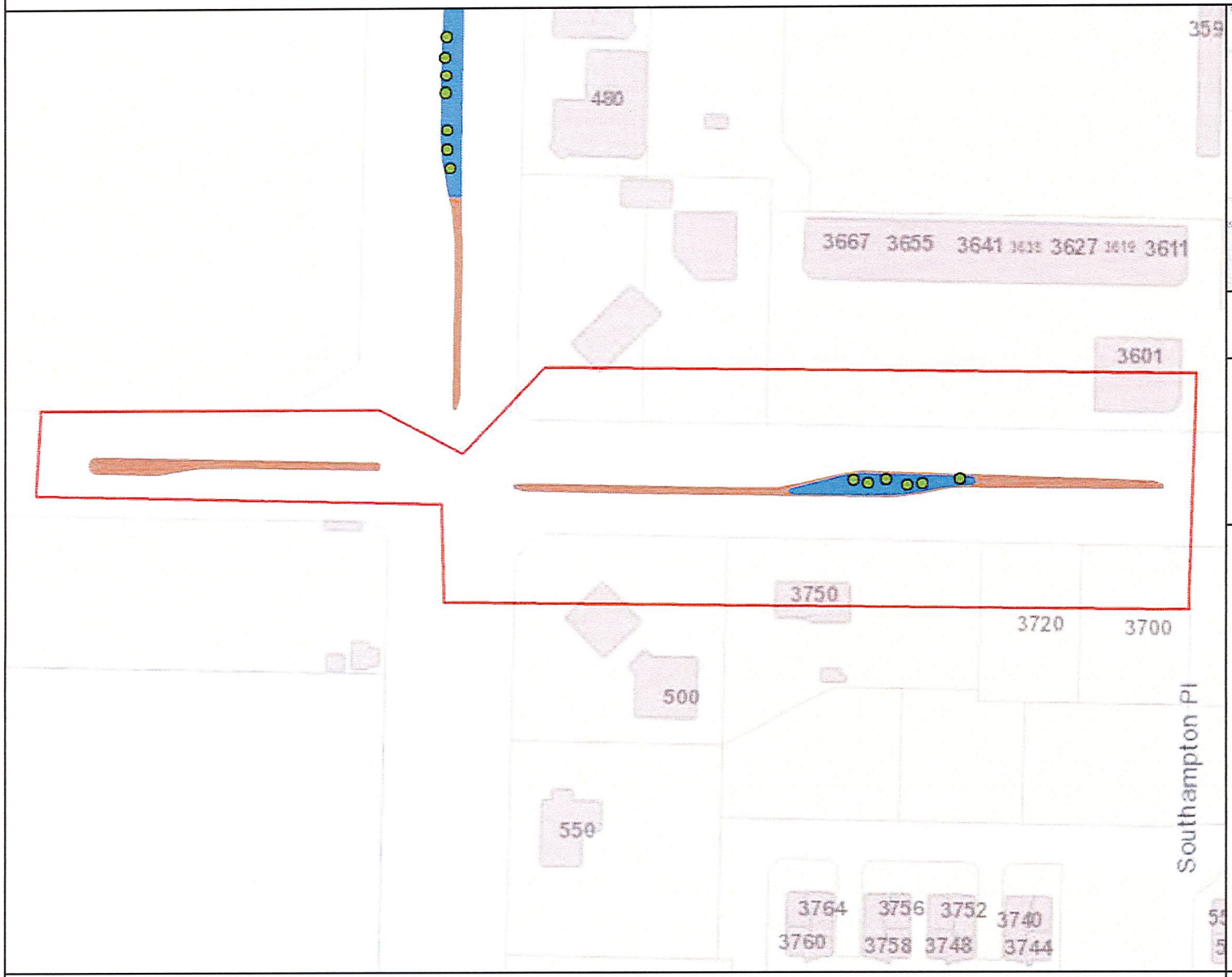
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

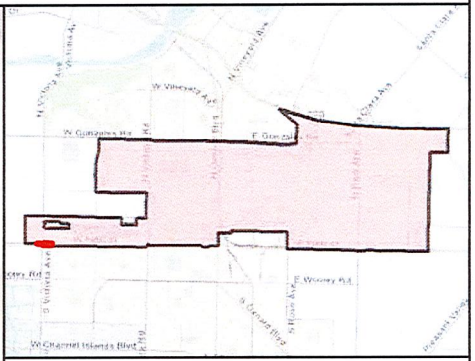
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 7 OF 49, FIFTH ST 01





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,305 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

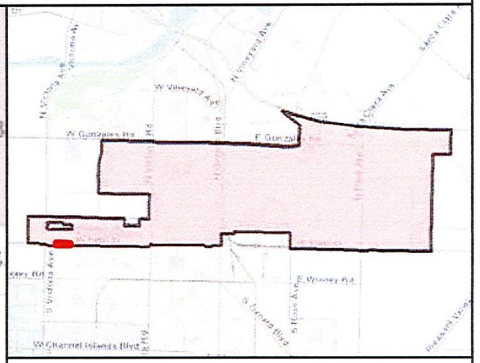
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 8 OF 49, FIFTH ST 02





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,085 SQ FT
~0.53 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,832 SQ FT
~0.18 ACRES

PROJECT TREES:
40 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

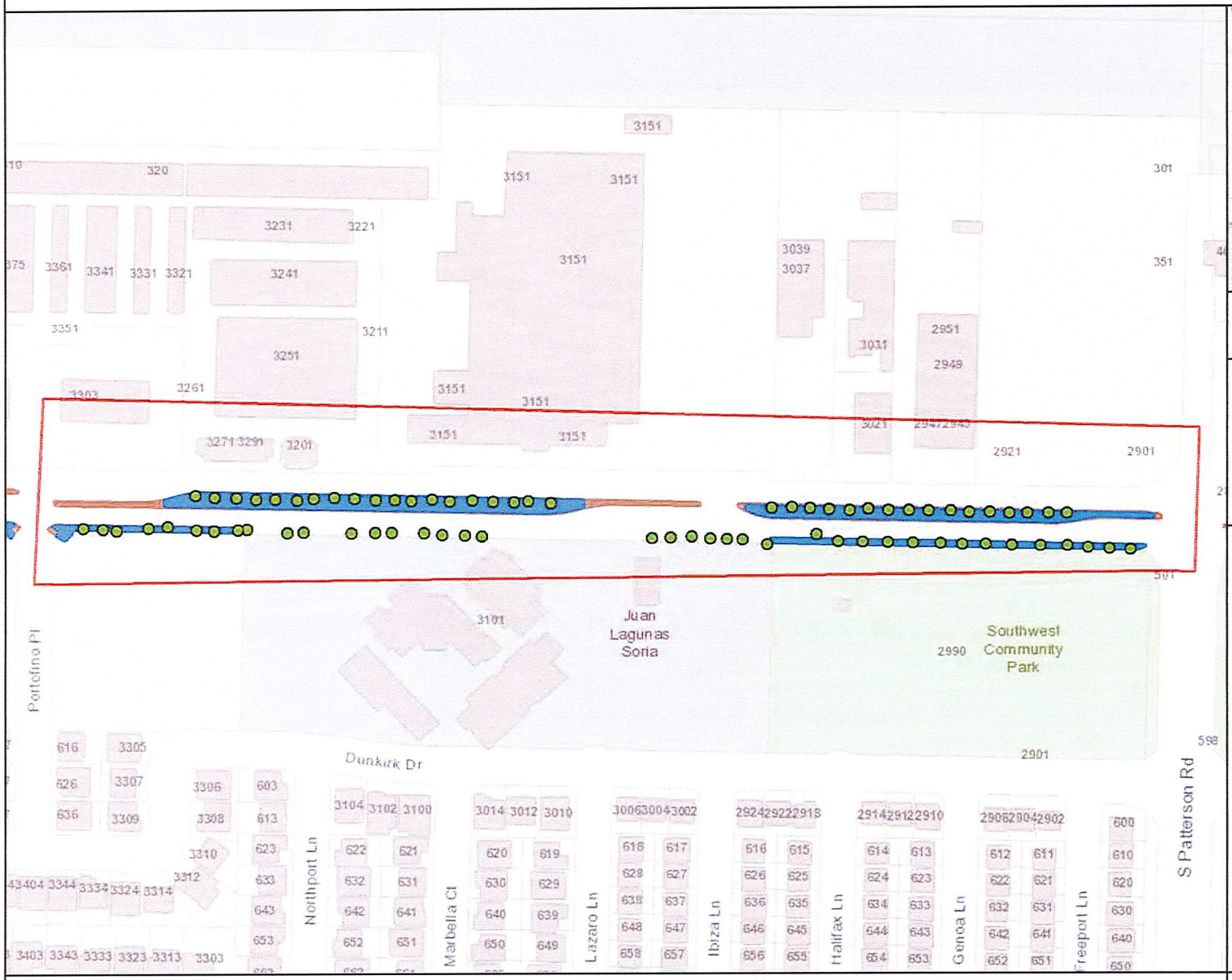
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

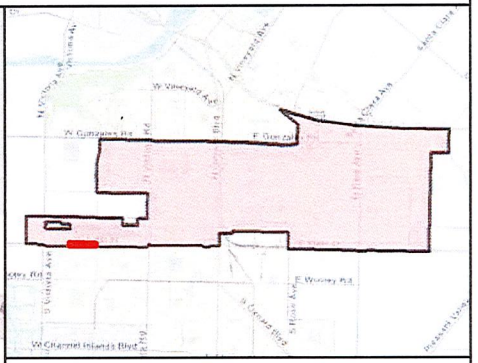
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 9 OF 49, FIFTH ST 03





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~46,458 SQ FT
~1.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,370 SQ FT
~0.28 ACRES

PROJECT TREES:
74 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

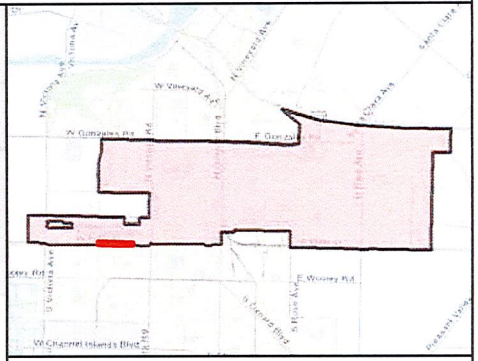
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 10 OF 49, FIFTH ST 04





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~40,677 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~4,163 SQ FT
~0.1 ACRES

PROJECT TREES:
92 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

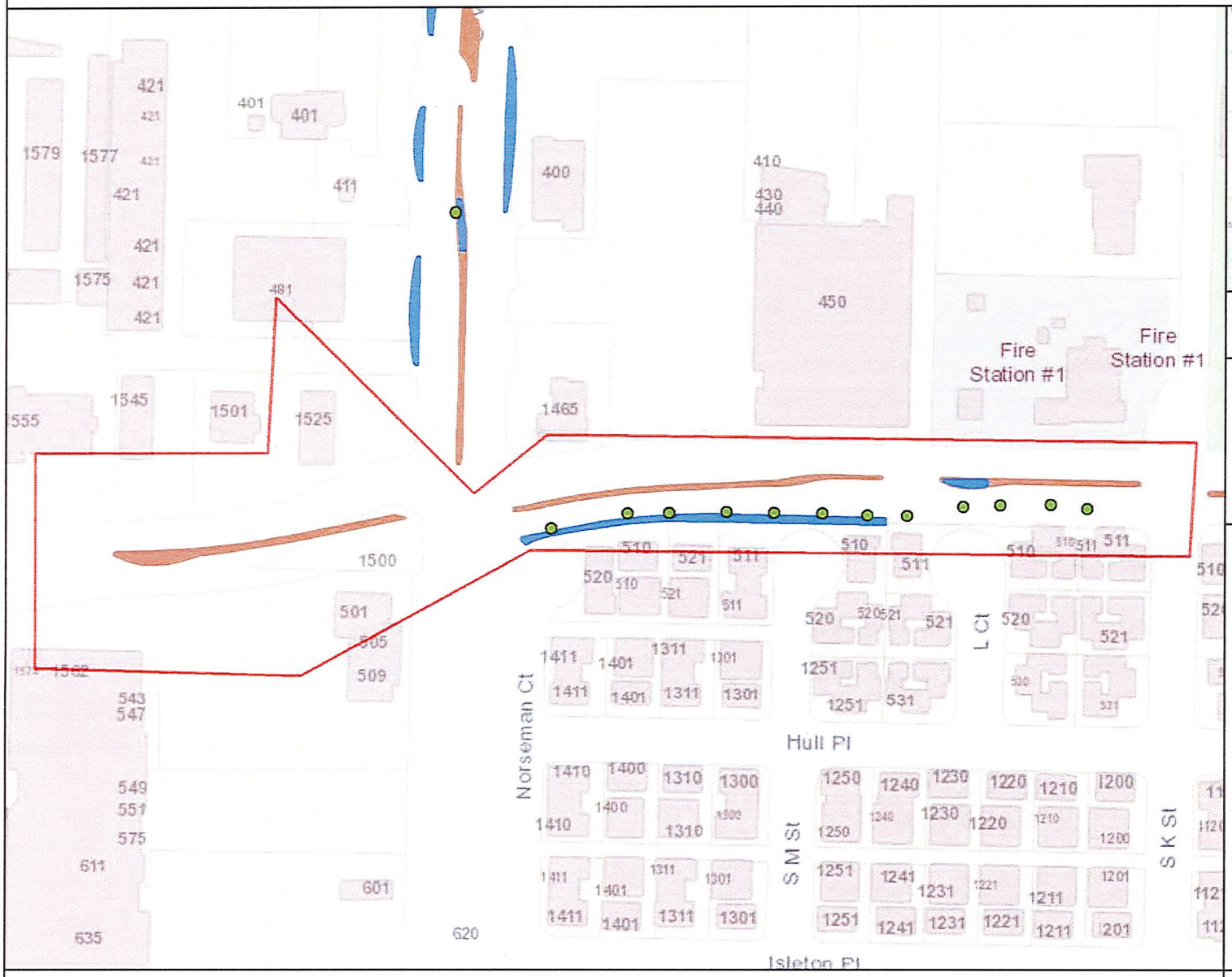
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

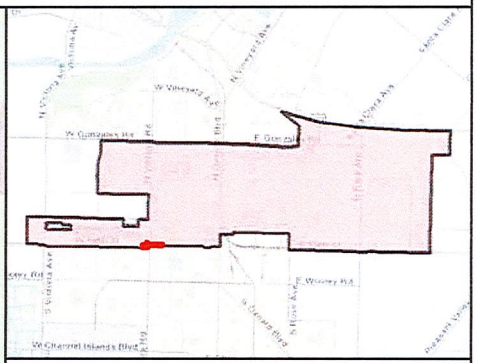
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 11 OF 49, FIFTH ST 05





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,129 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,162 SQ FT
~0.14 ACRES

PROJECT TREES:
12 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

N W E S

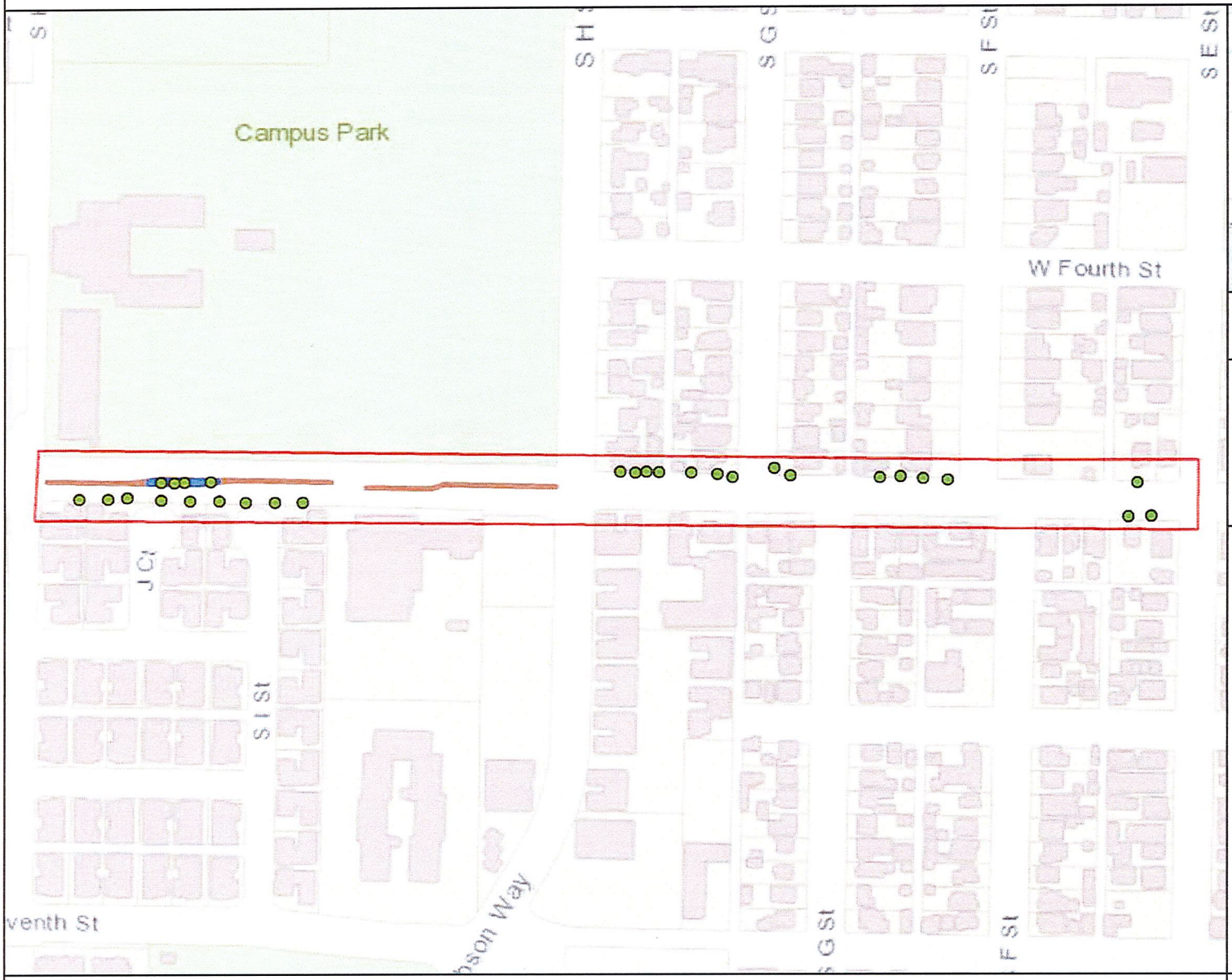
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

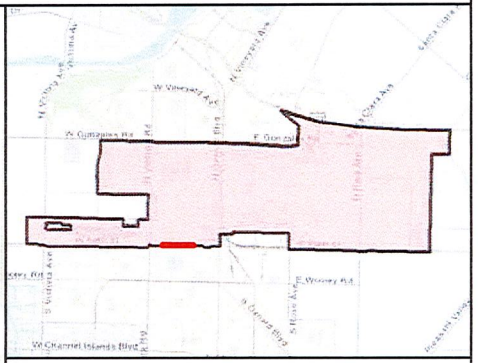
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 12 OF 49, FIFTH ST 06





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,319 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,195 SQ FT
~0.1 ACRES

PROJECT TREES:
29 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

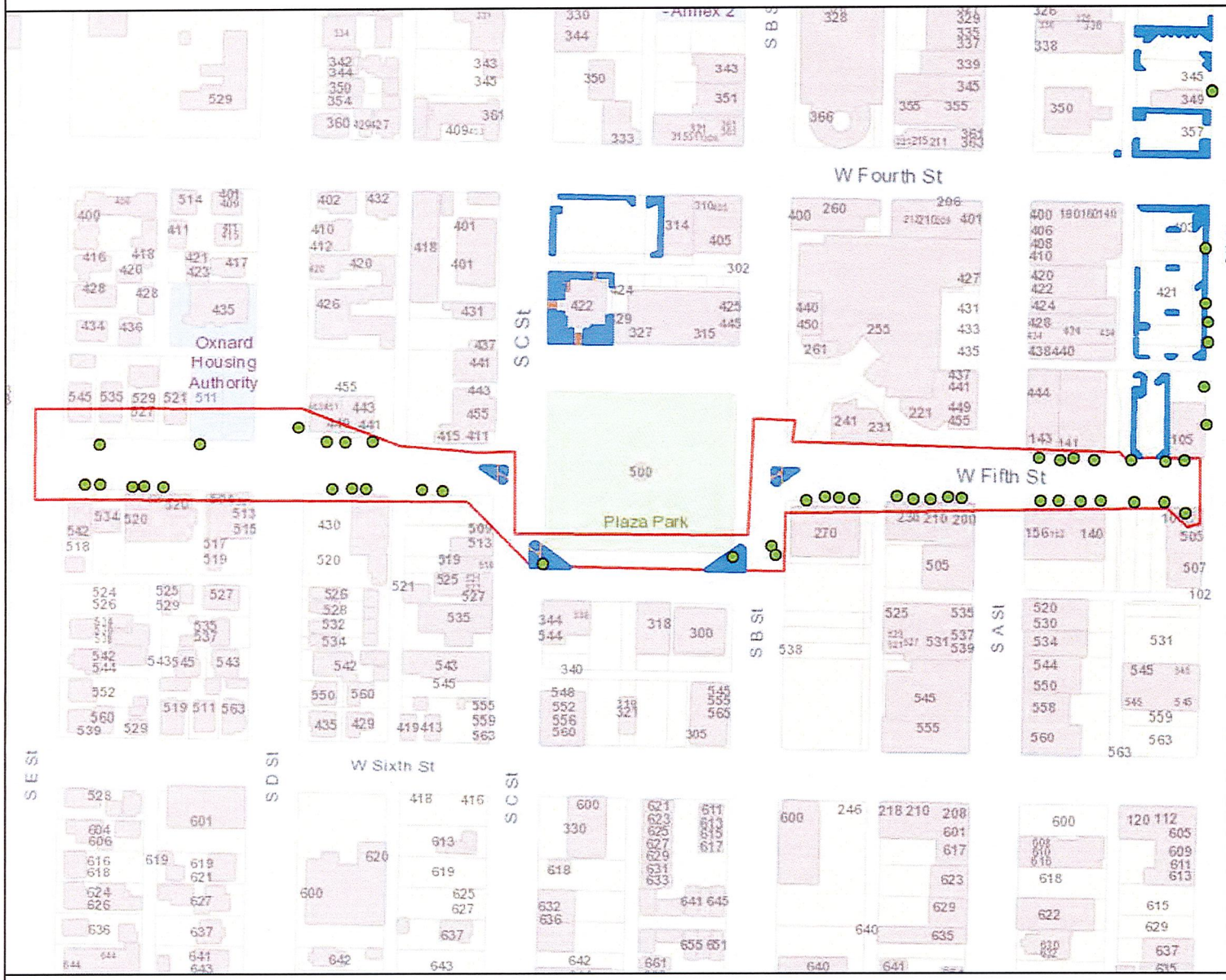
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

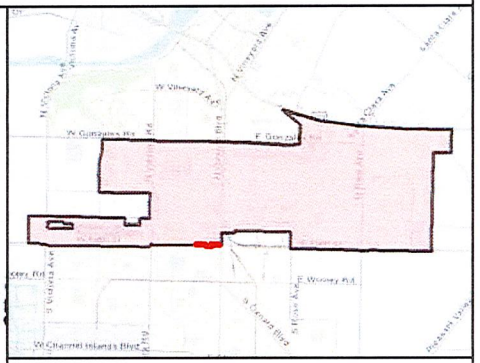
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 13 OF 49, FIFTH ST 07





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,237 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,047 SQ FT
~0.02 ACRES

PROJECT TREES:
43 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

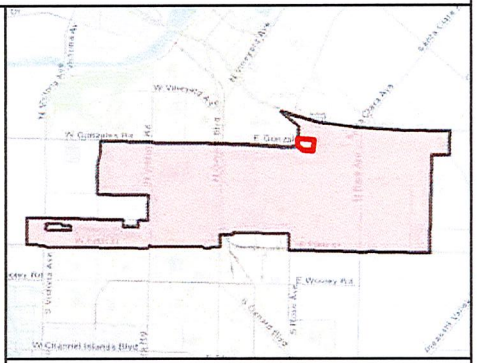
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 14 OF 49, GONZALES 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,718 SQ FT
~0.06 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

PROJECT TREES:
29 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

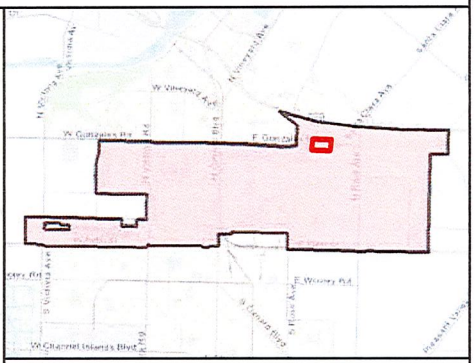
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 15 OF 49, GONZALES 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,338 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,587 SQ FT
~0.13 ACRES

PROJECT TREES:
27 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

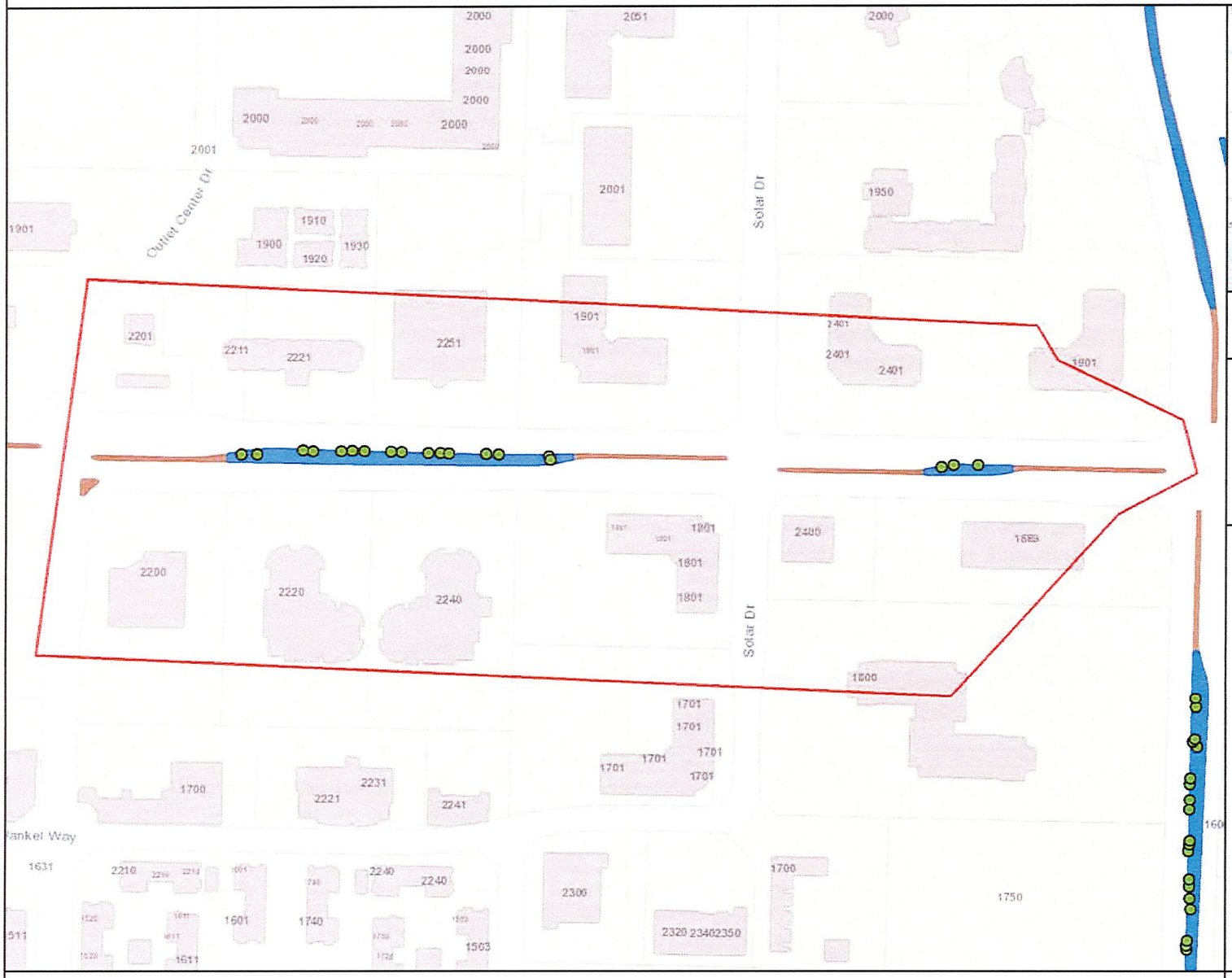
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

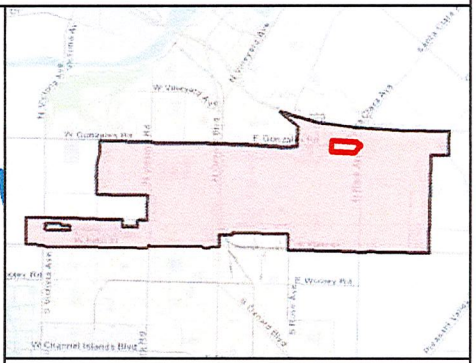
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 16 OF 49, GONZALES 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,135 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,467 SQ FT
~0.1 ACRES

PROJECT TREES:
19 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

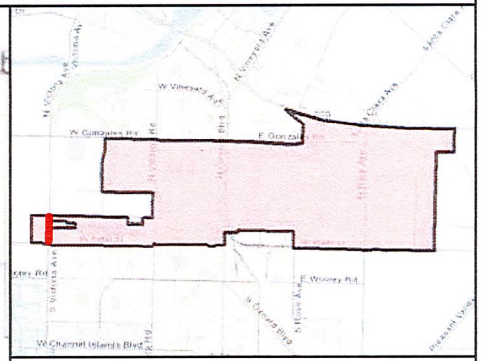
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 17 OF 49, N VICTORIA





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~4,639 SQ FT
~0.11 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~3,286 SQ FT
~0.08 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

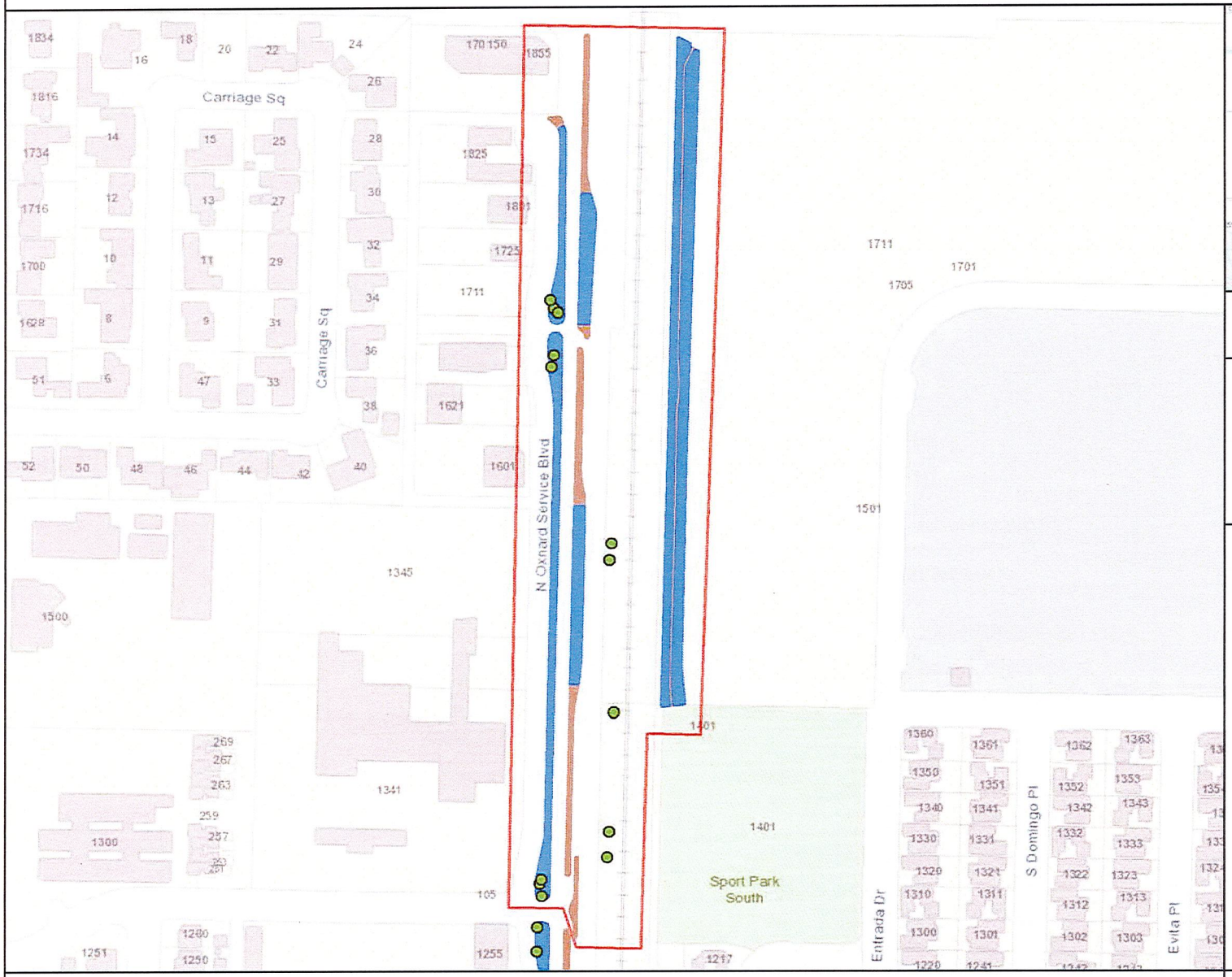
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

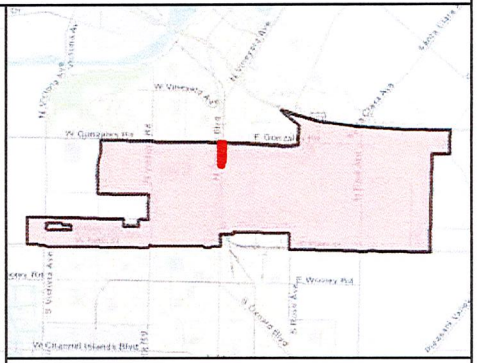
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 18 OF 49, OXNARD BLVD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,985 SQ FT
~1.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,416 SQ FT
~0.47 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

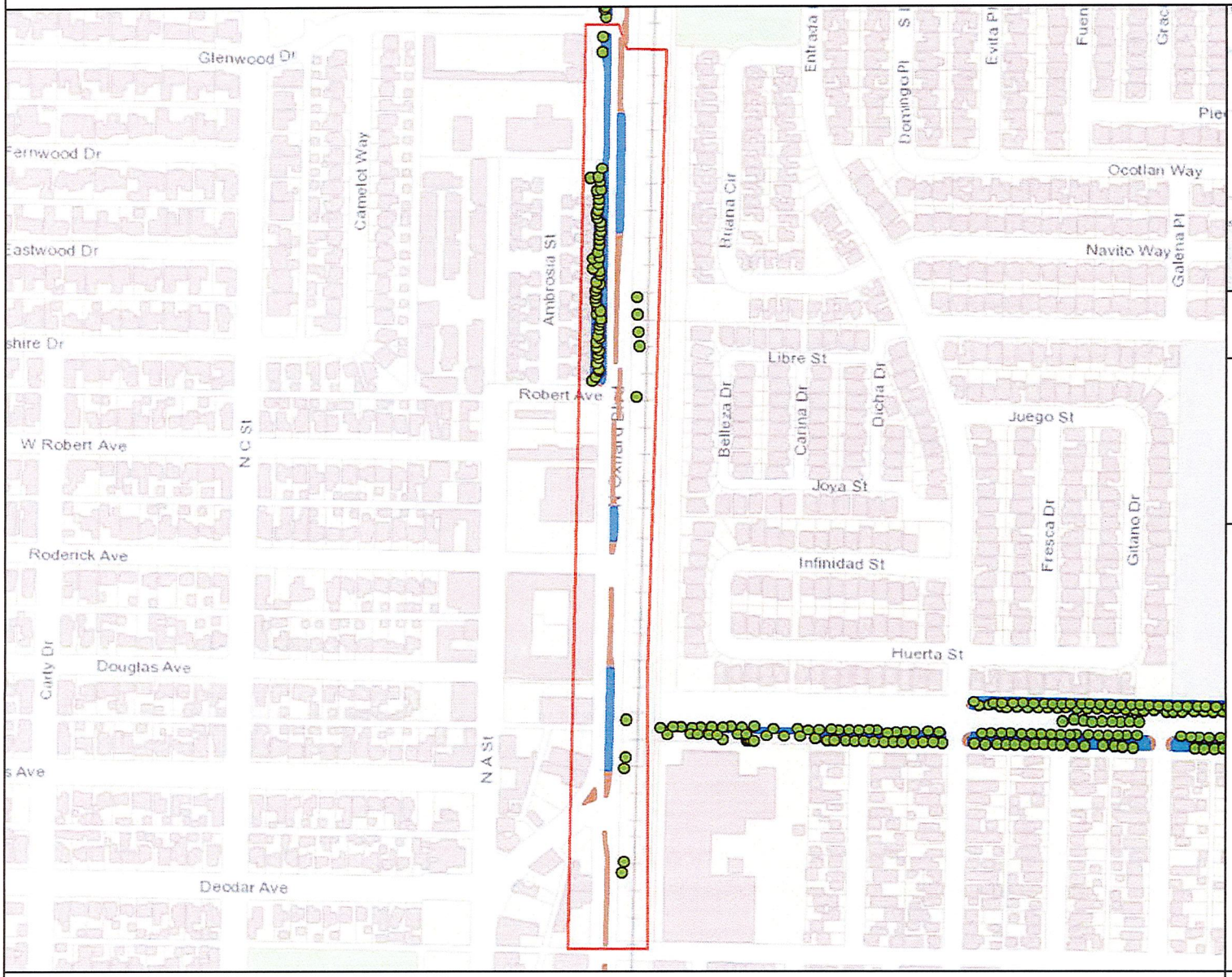
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

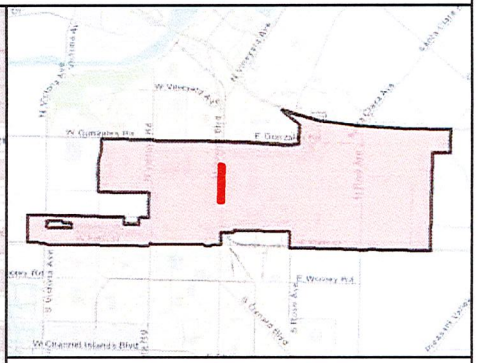
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 19 OF 49, OXNARD BLVD 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,926 SQ FT
~0.78 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,781 SQ FT
~0.34 ACRES

PROJECT TREES:
63 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

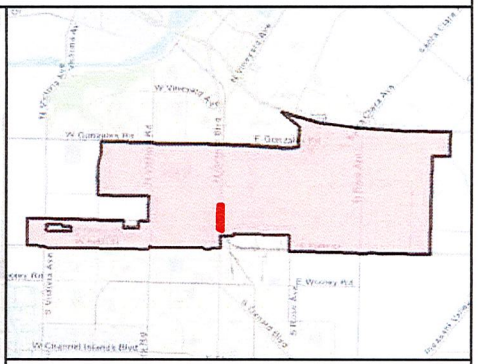
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 20 OF 49, OXNARD BLVD 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,602 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,972 SQ FT
~0.11 ACRES

PROJECT TREES:
14 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

N
W E
S

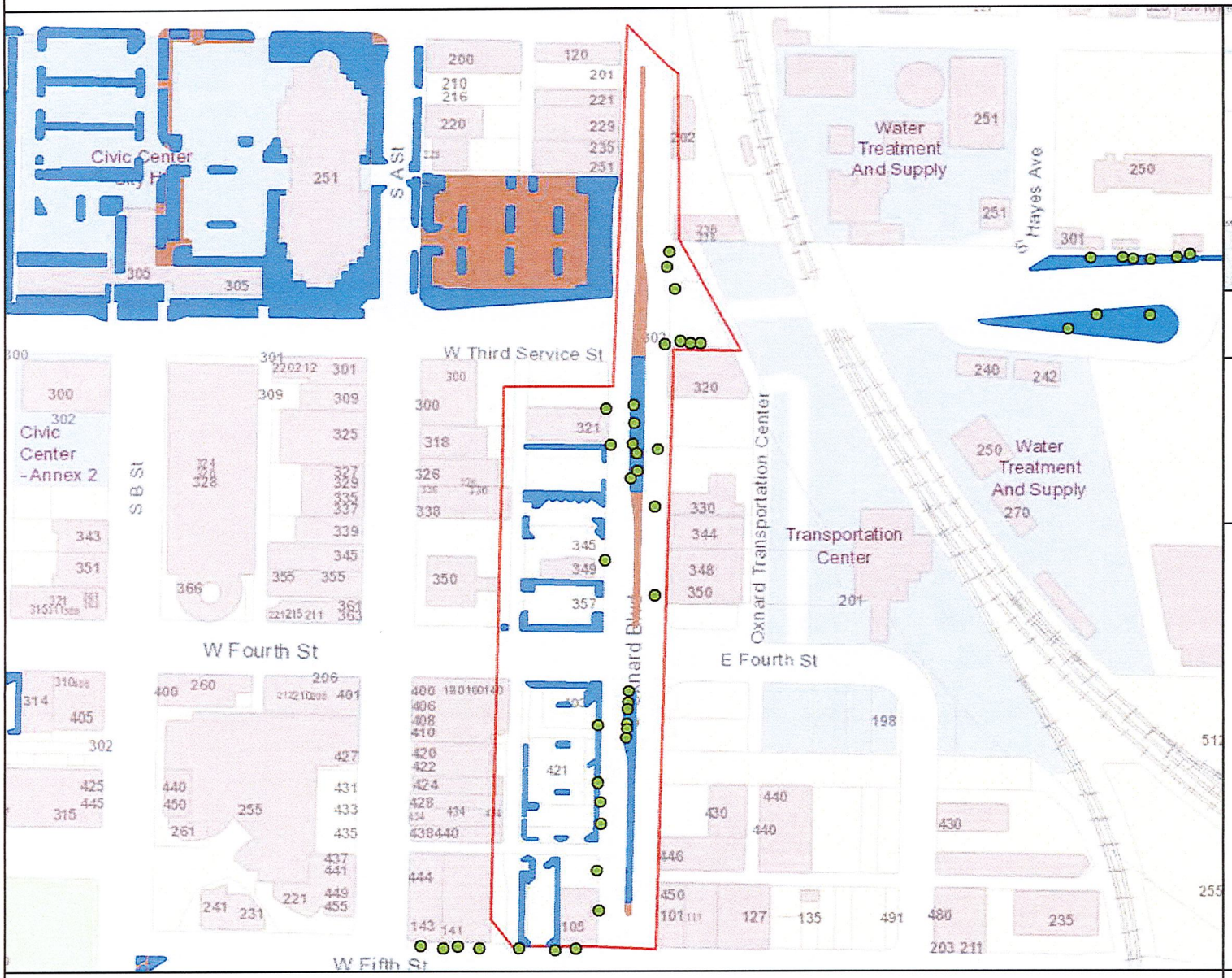
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

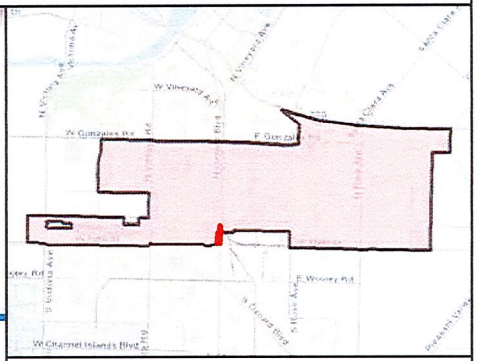
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 21 OF 49, OXNARD BLVD 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,082 SQ FT
~0.32 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,326 SQ FT
~0.1 ACRES

PROJECT TREES:
31 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

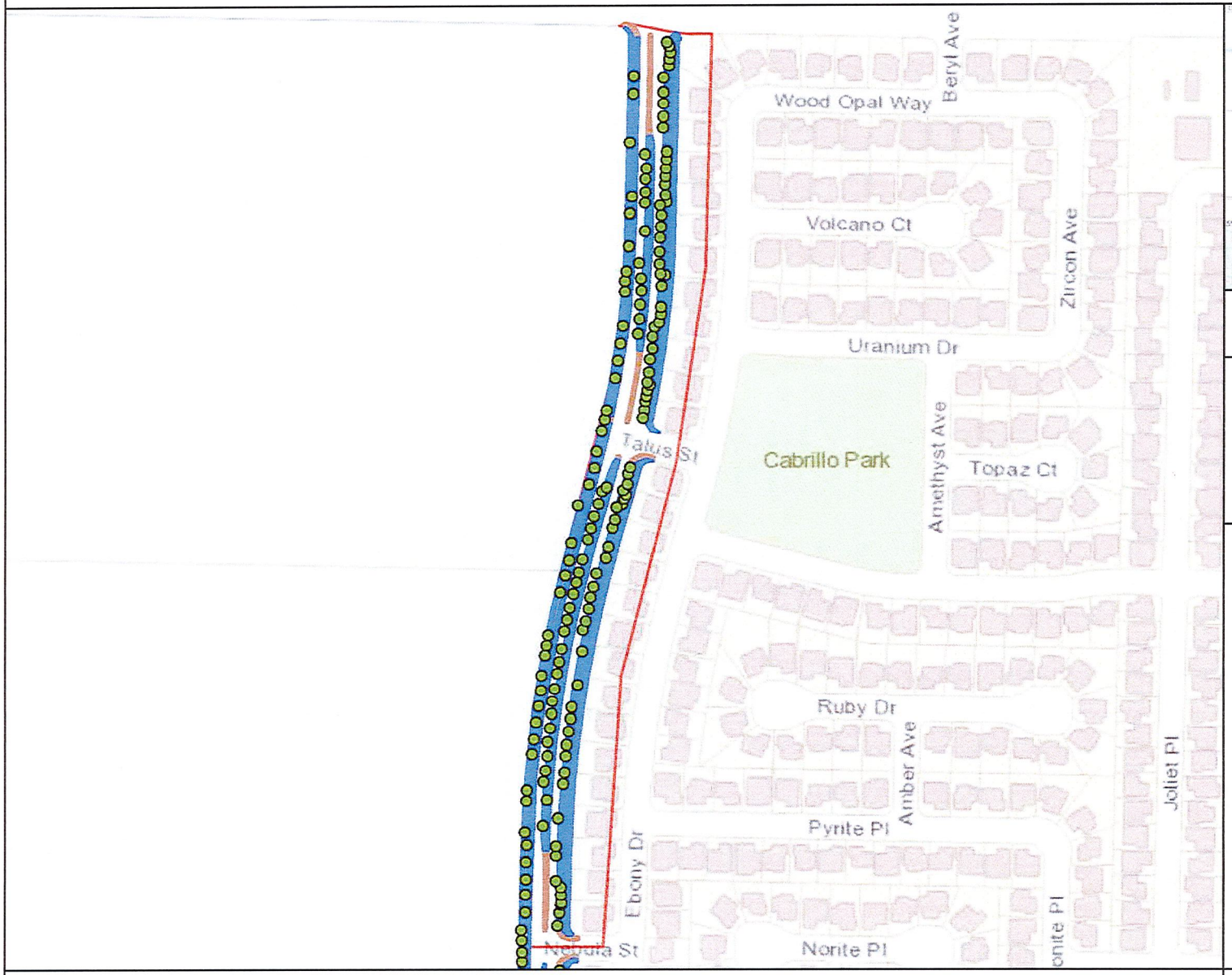
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

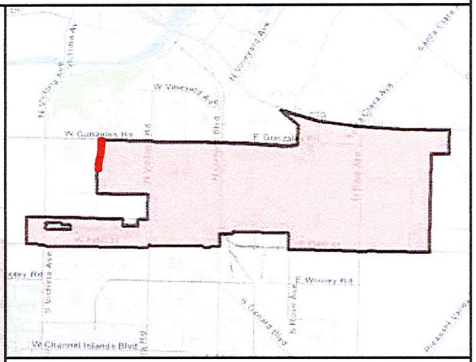
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 22 OF 49, PATTERSON RD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~98,563 SQ FT
~2.26 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~31,015 SQ FT
~0.71 ACRES

PROJECT TREES:
159 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

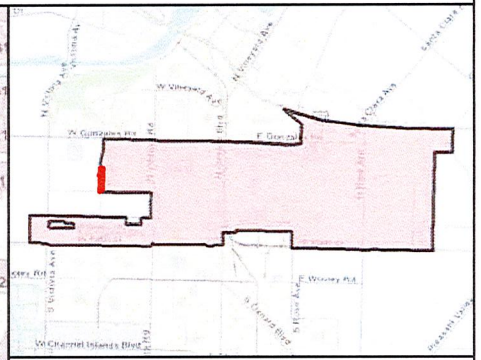
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 23 OF 49, PATTERSON RD 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~77,916 SQ FT
~1.79 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~24,204 SQ FT
~0.56 ACRES

PROJECT TREES:
93 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

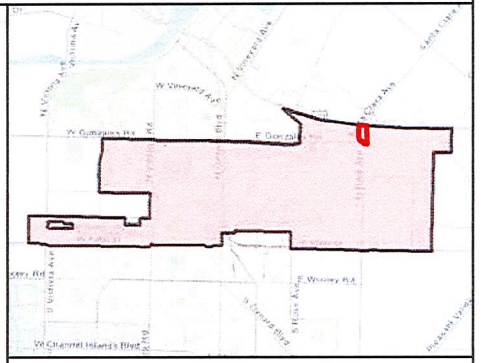
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 24 OF 49, RICE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,840 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,142 SQ FT
~0.14 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

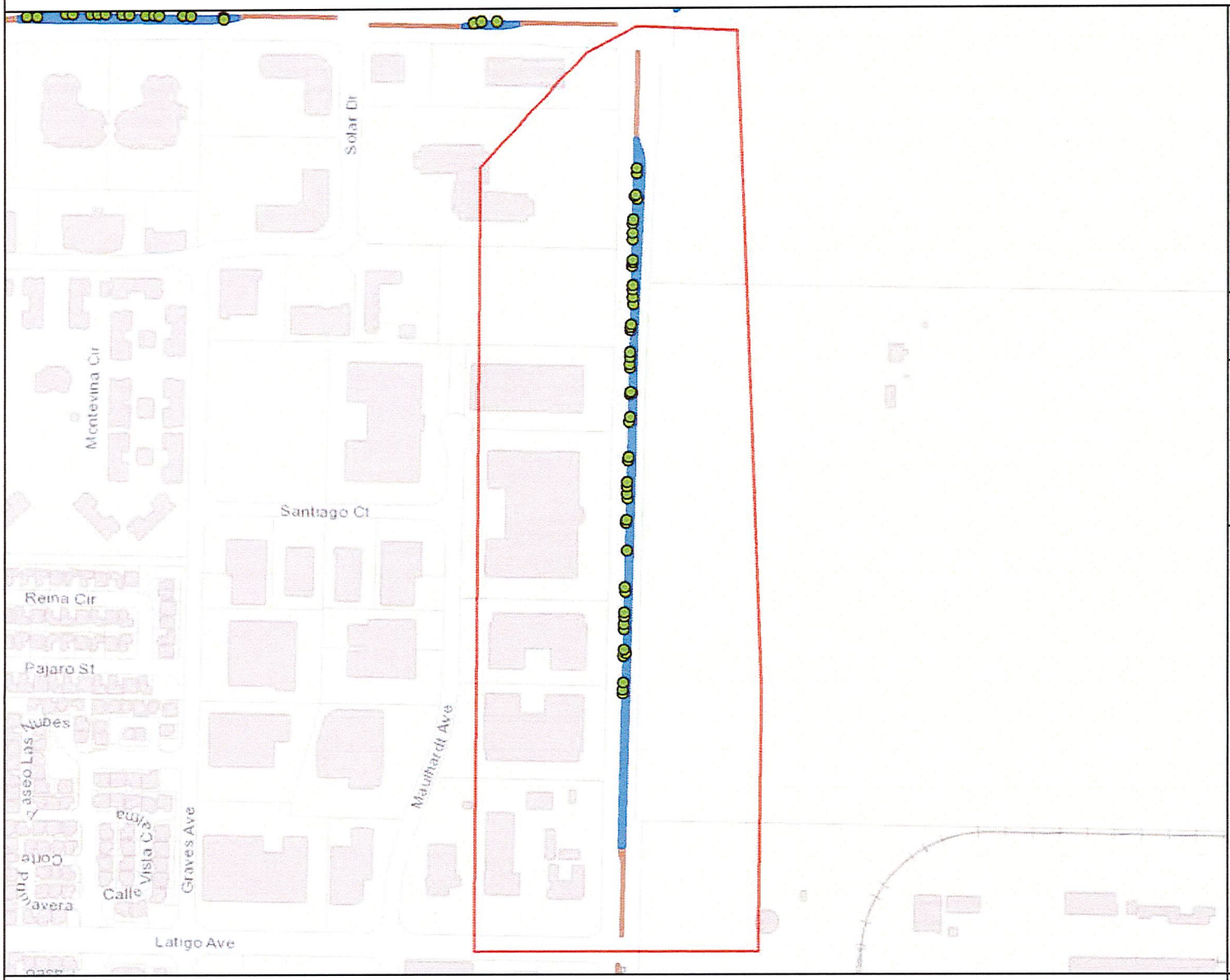
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

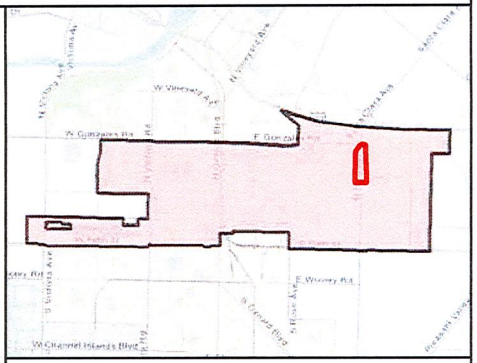
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 25 OF 49, RICE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,542 SQ FT
~0.86 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,603 SQ FT
~0.06 ACRES

PROJECT TREES:
49 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

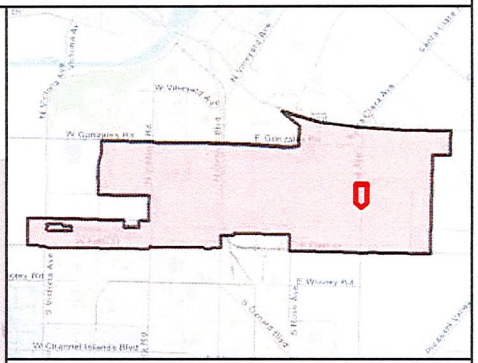
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 26 OF 49, RICE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,941 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,484 SQ FT
~0.13 ACRES

PROJECT TREES:
16 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

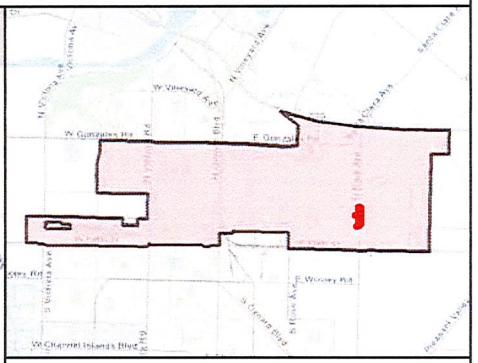
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 27 OF 49, RICE 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,934 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,654 SQ FT
~0.06 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

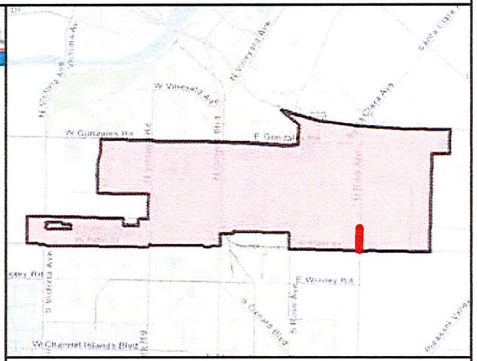
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 28 OF 49, RICE 5





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,756 SQ FT
~0.04 ACRES

PROJECT TREES:
96 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

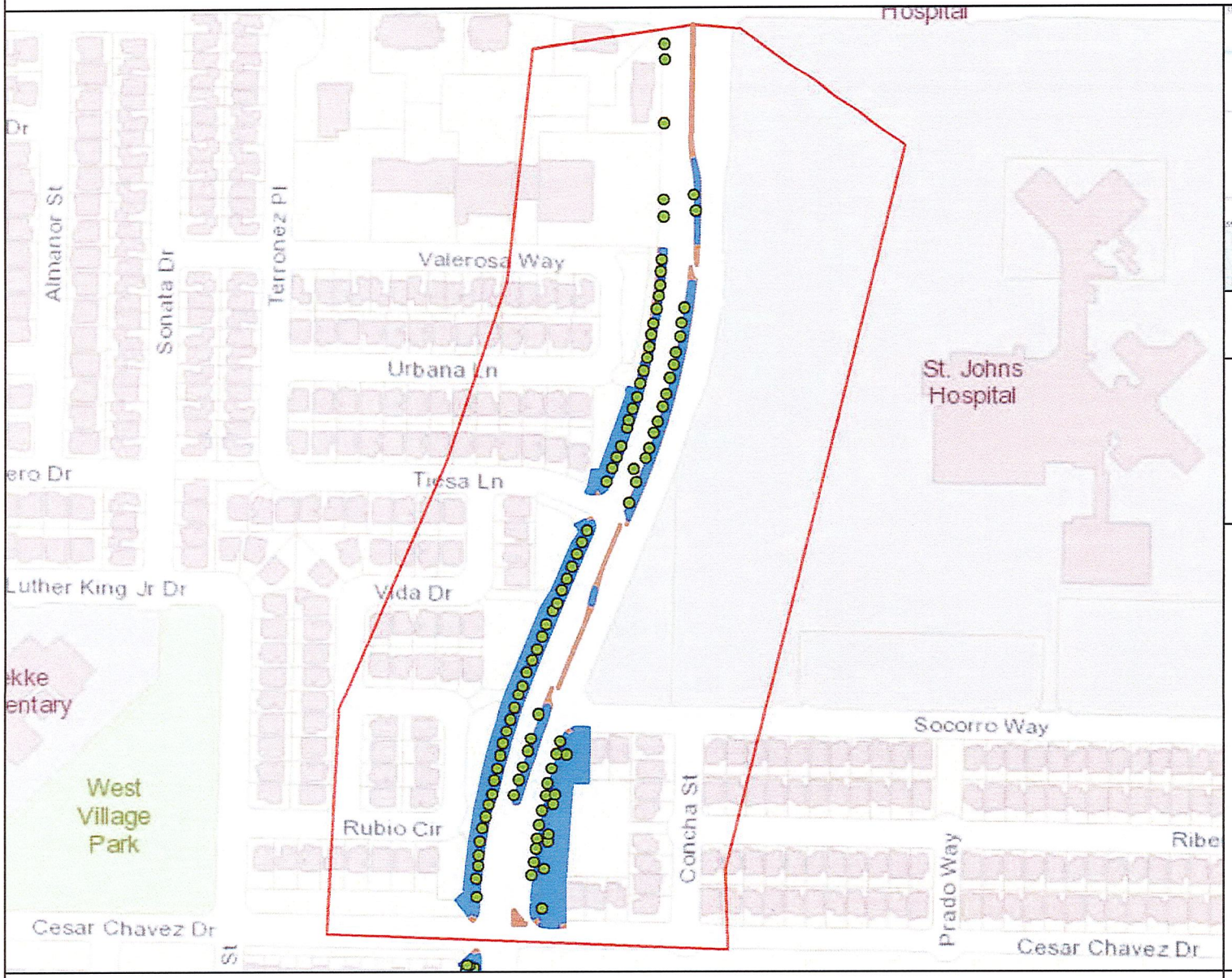
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

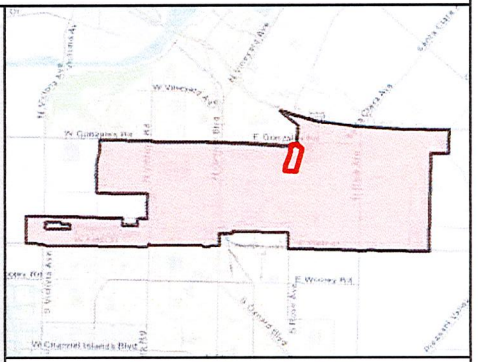
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 29 OF 49, ROSE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~70,883 SQ FT
~1.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,225 SQ FT
~0.42 ACRES

PROJECT TREES:
96 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

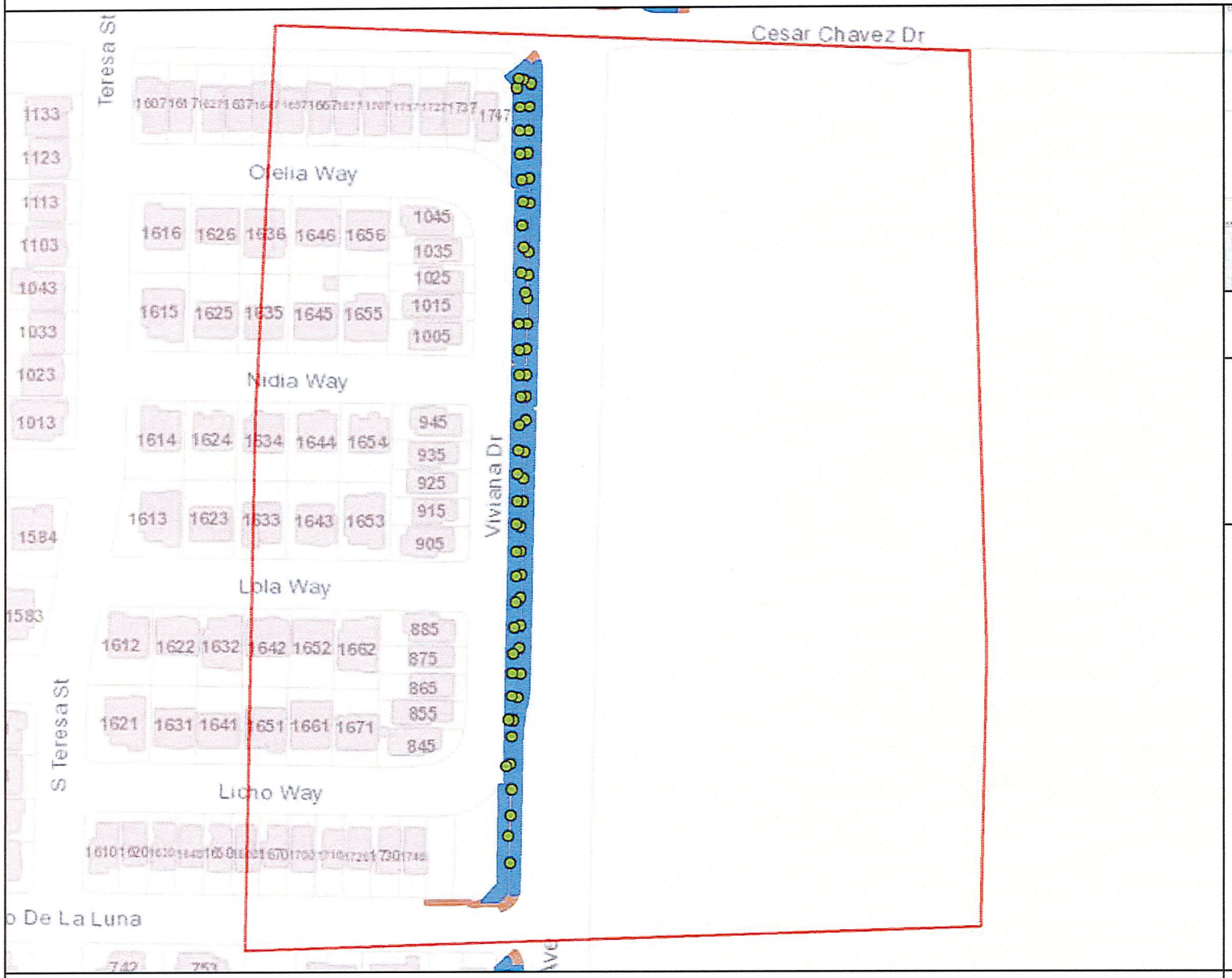
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

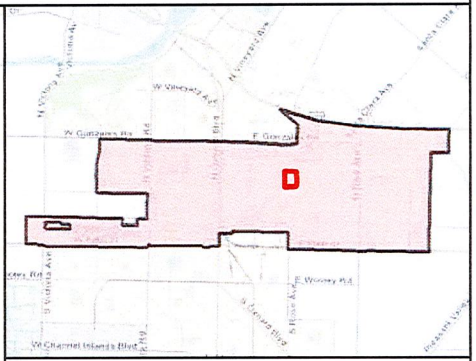
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 30 OF 49, ROSE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,323 SQ FT
~0.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,967 SQ FT
~0.16 ACRES

PROJECT TREES:
62 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

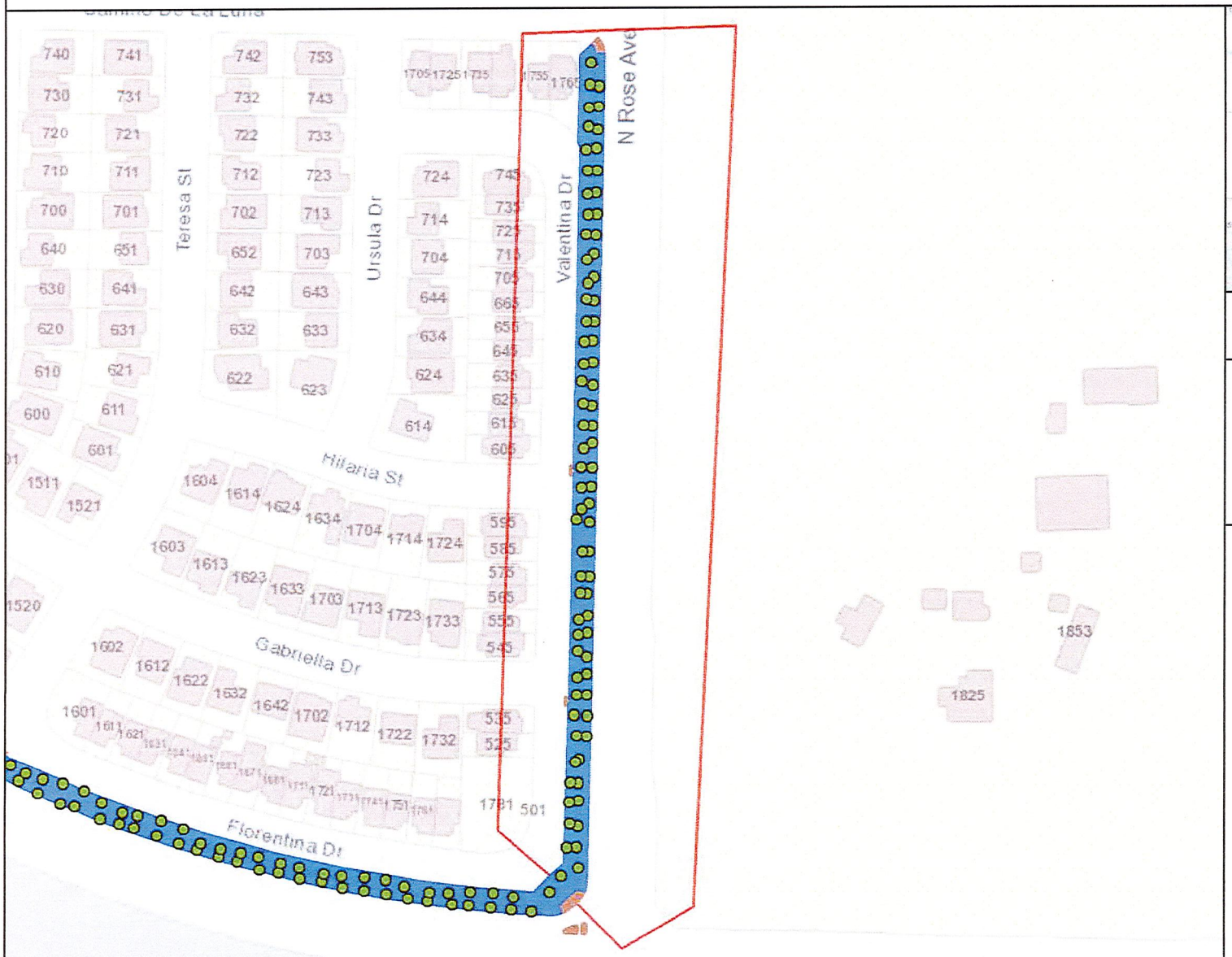
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

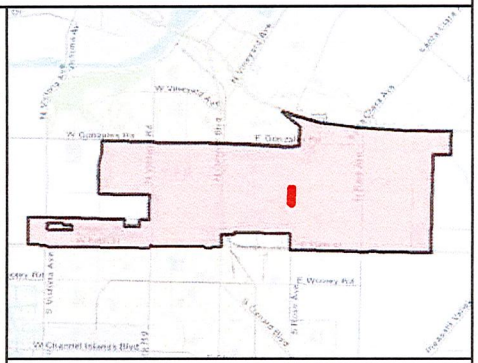
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 31 OF 49, ROSE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,416 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,796 SQ FT
~0.16 ACRES

PROJECT TREES:
77 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

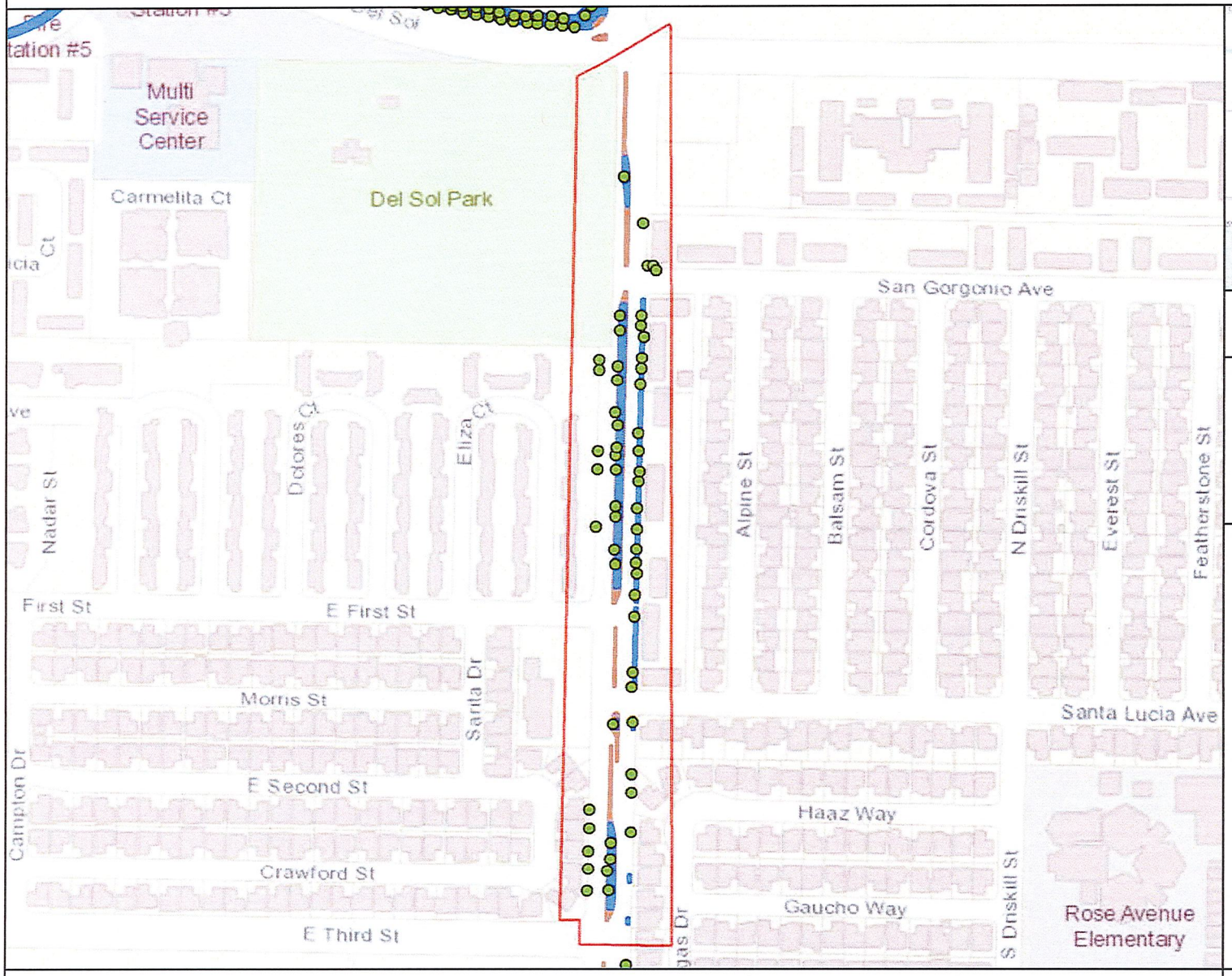
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

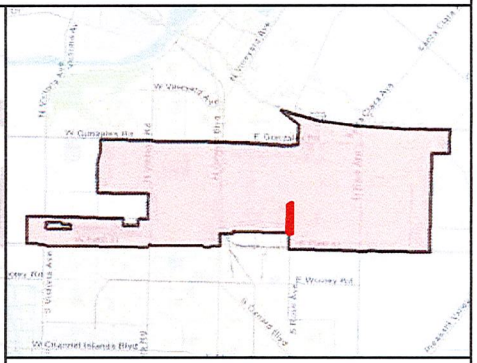
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 32 OF 49, ROSE 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,828 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,548 SQ FT
~0.2 ACRES

PROJECT TREES:
56 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

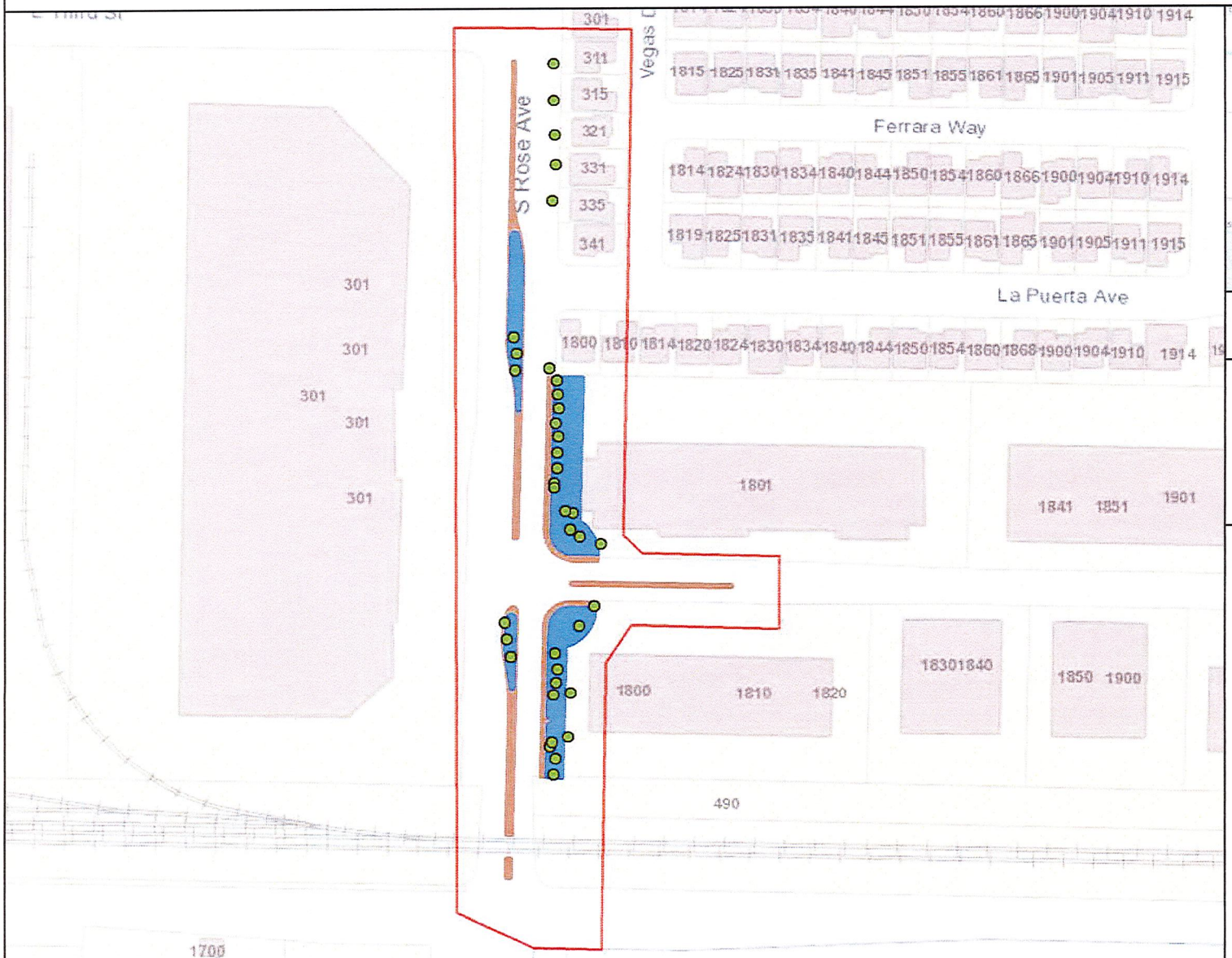
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

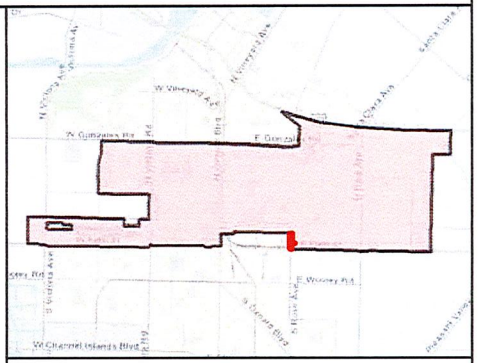
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 33 OF 49, ROSE 5





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,805 SQ FT
~0.48 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,996 SQ FT
~0.28 ACRES

PROJECT TREES:
38 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

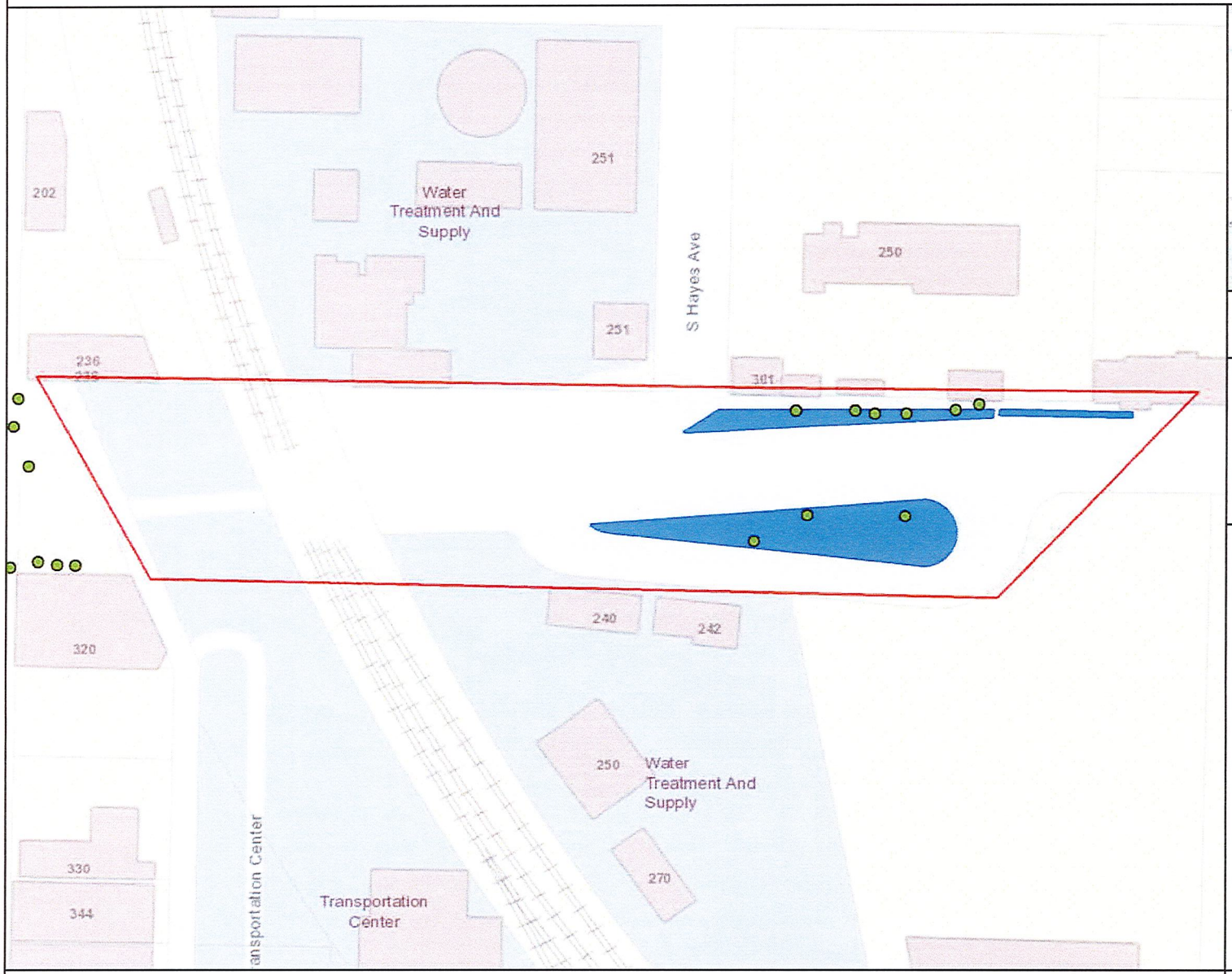
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

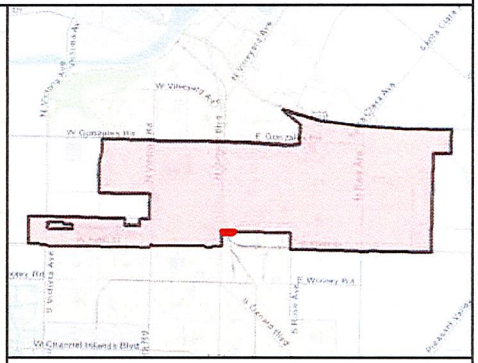
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 34 OF 49, THIRD





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~11,537 SQ FT
~0.26 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

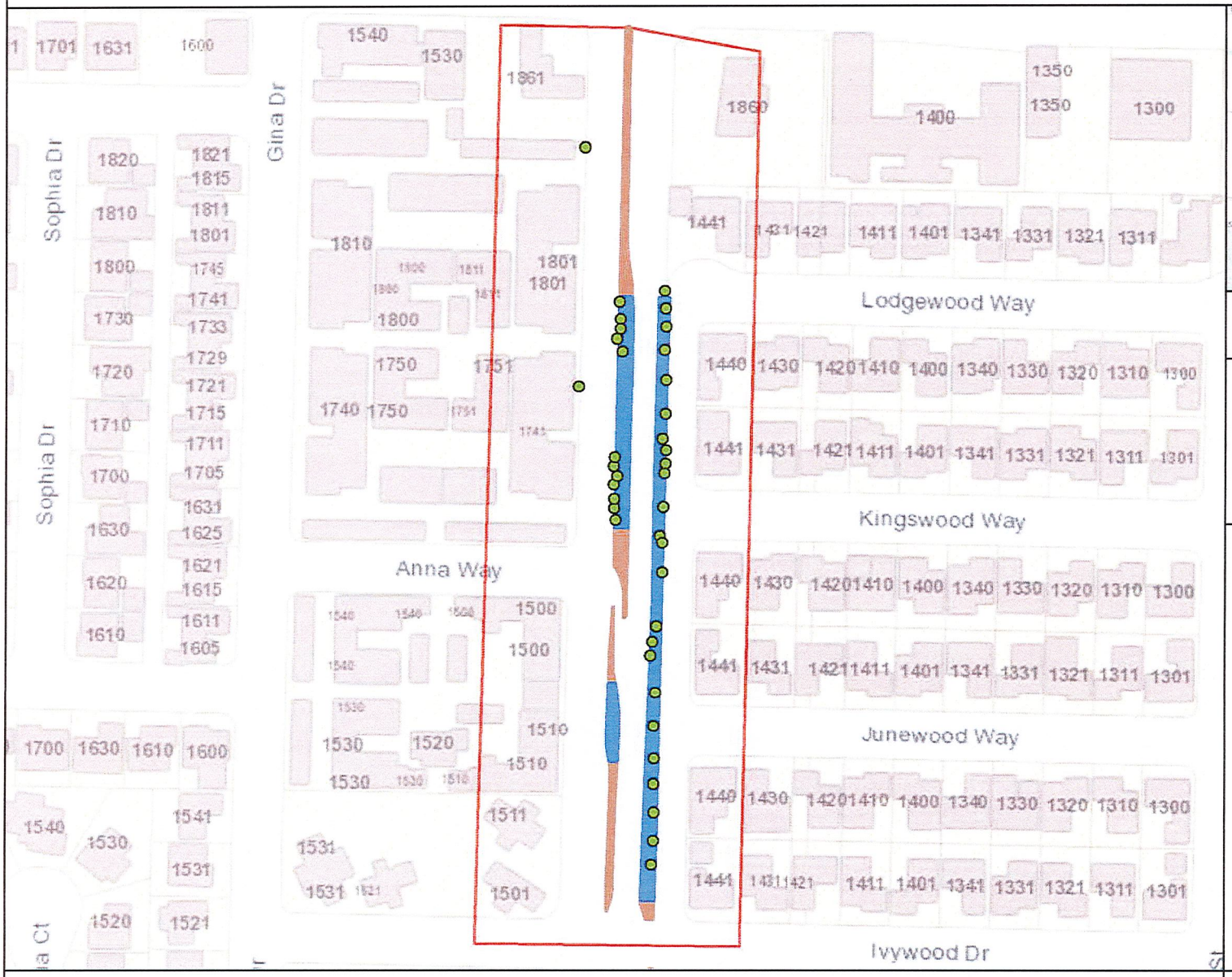
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

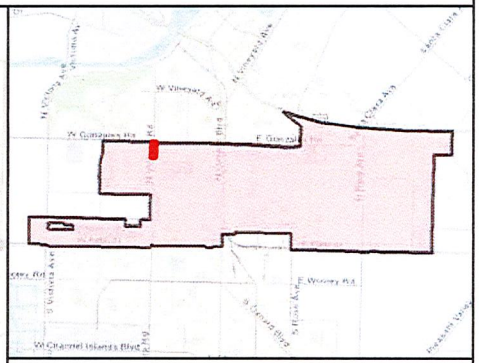
N
W E
S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 35 OF 49, VENTURA RD 01





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,314 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,995 SQ FT
~0.11 ACRES

PROJECT TREES:
38 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

N W E S

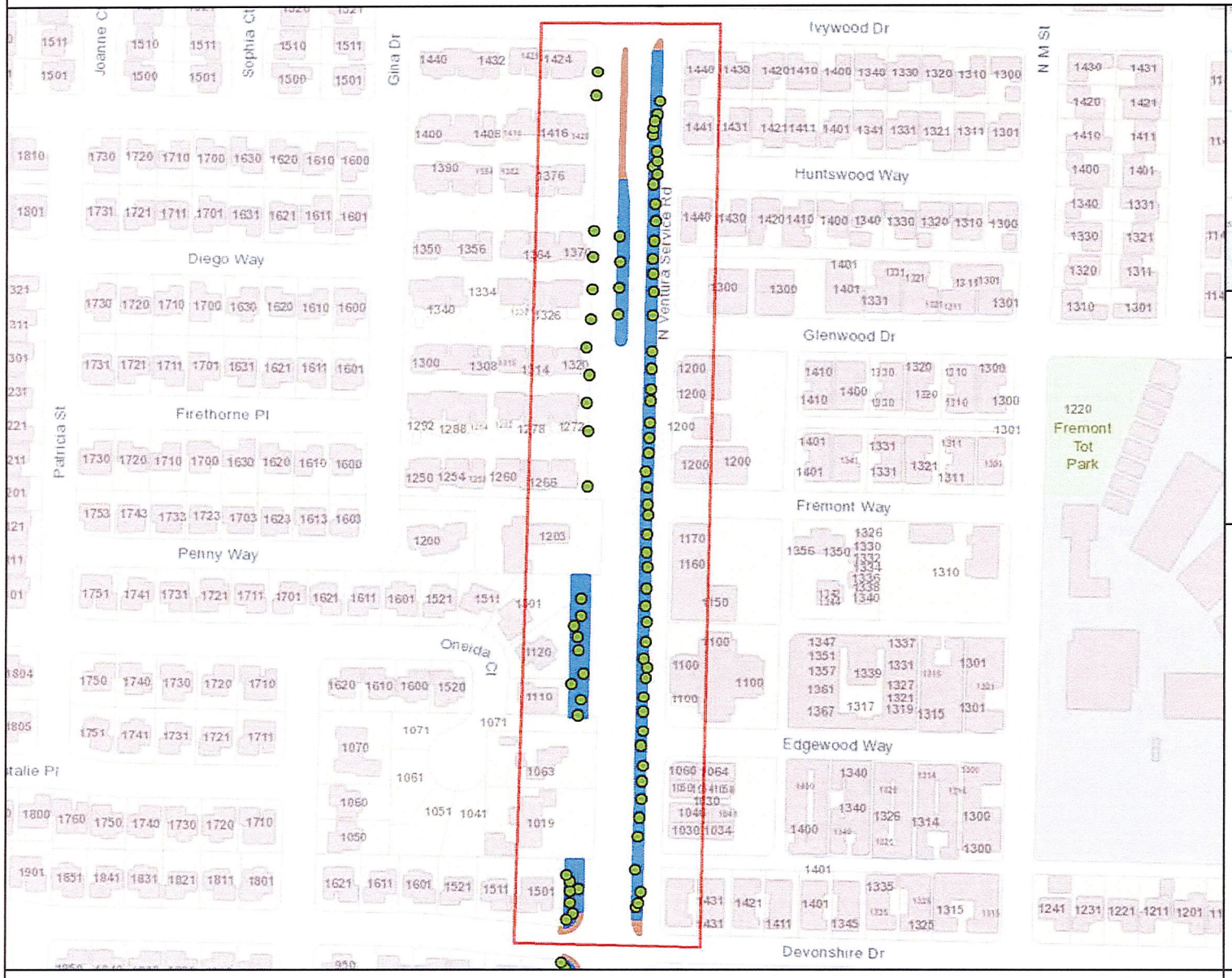
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

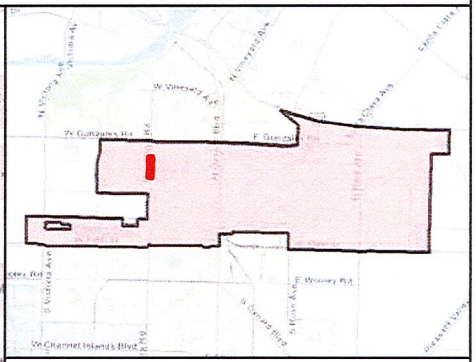
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 36 OF 49, VENTURA RD 02





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~36,645 SQ FT
~0.84 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,366 SQ FT
~0.1 ACRES

PROJECT TREES:
82 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

N
W E
S

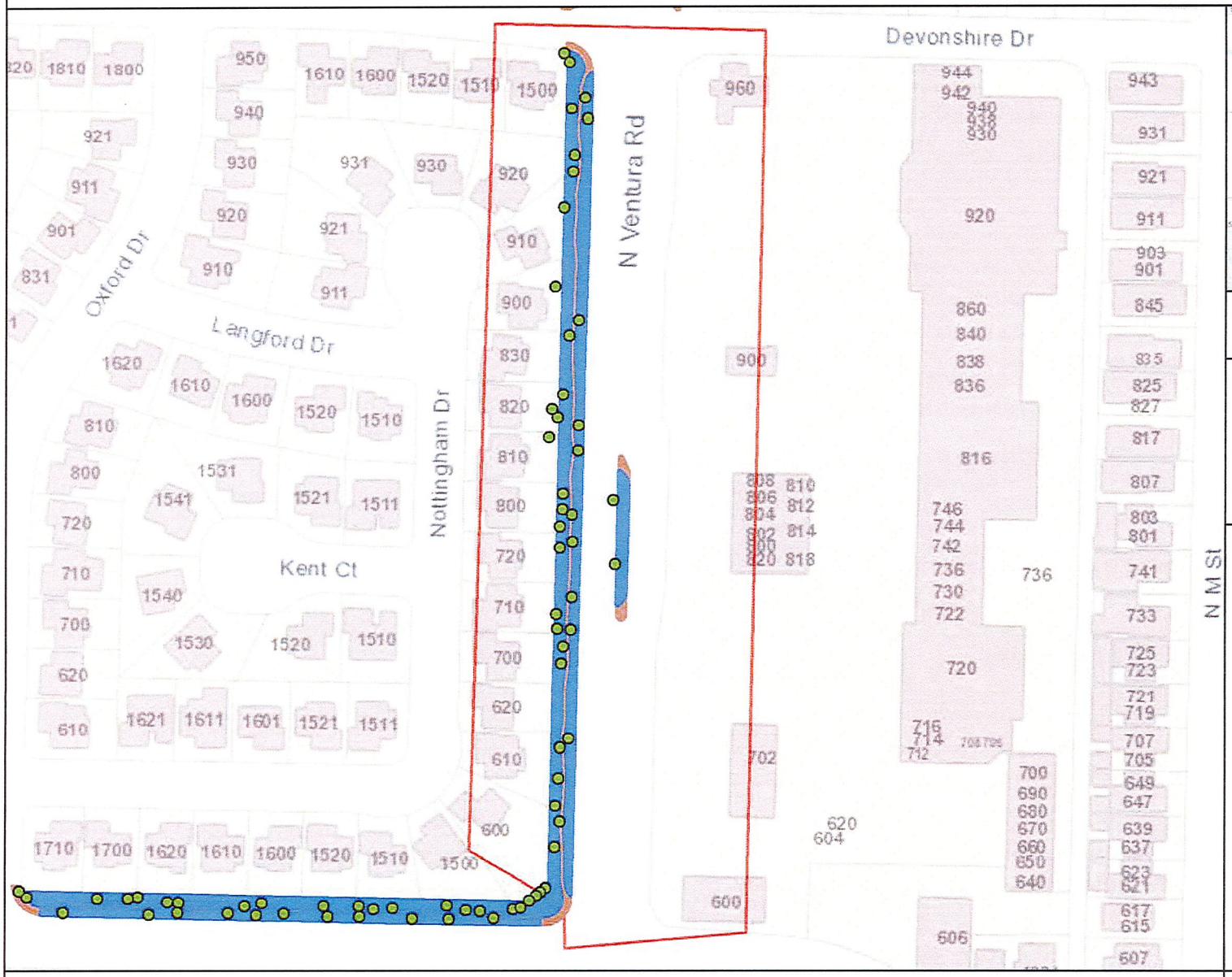
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

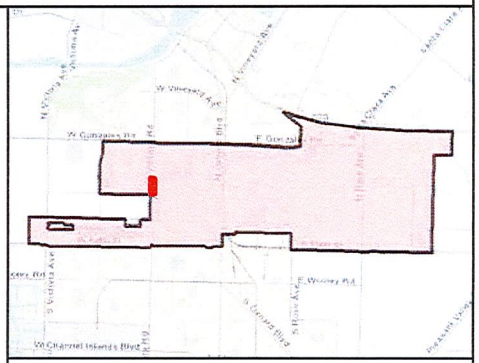
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 37 OF 49, VENTURA RD 03





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,795 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,283 SQ FT
~0.21 ACRES

PROJECT TREES:
39 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

N W E S

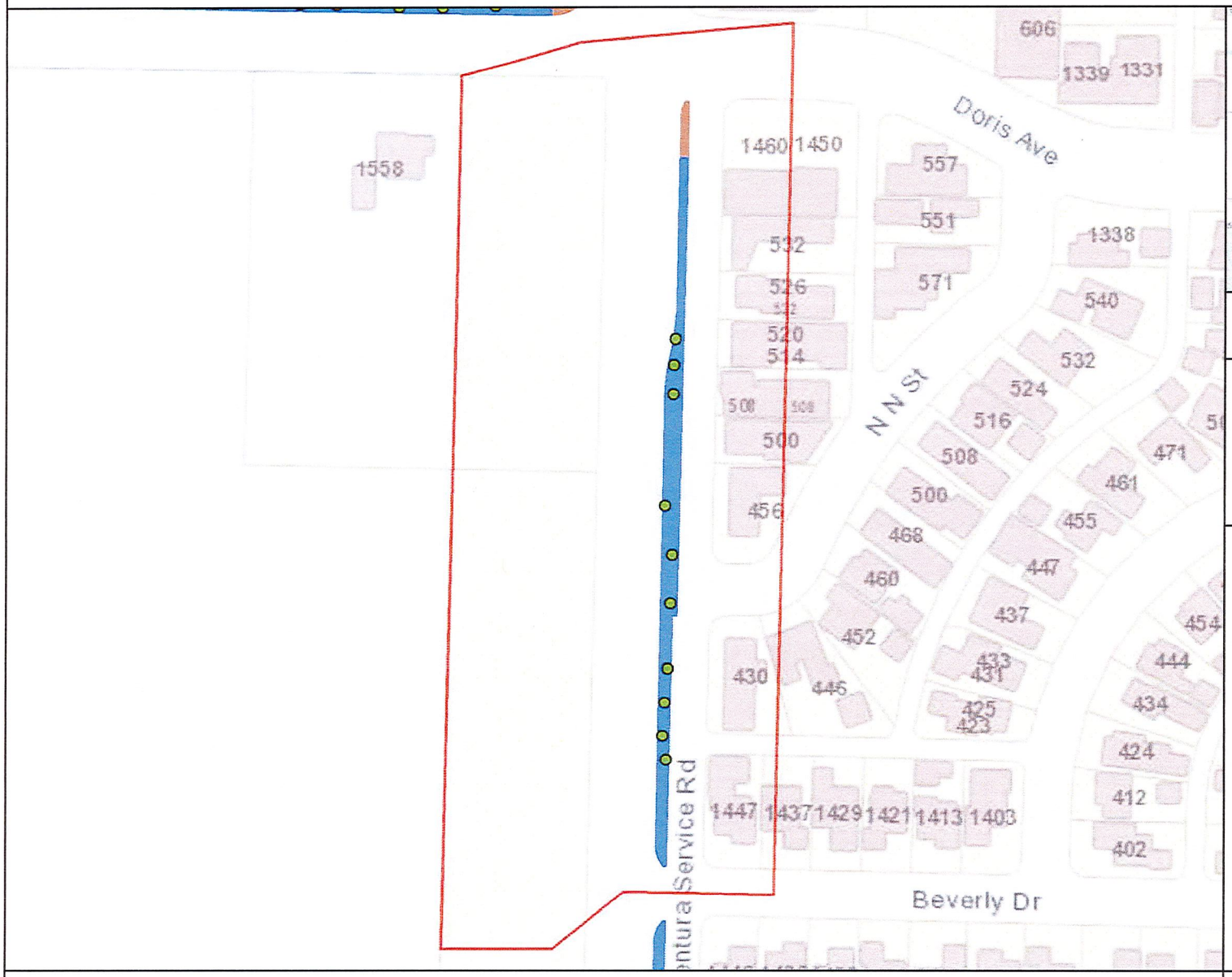
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

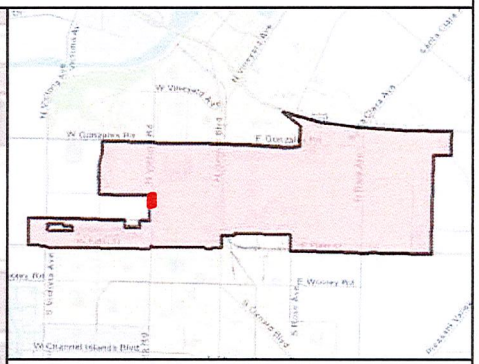
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 38 OF 49, VENTURA RD 04





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,501 SQ FT
~0.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~314 SQ FT
~0.01 ACRES

PROJECT TREES:
10 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

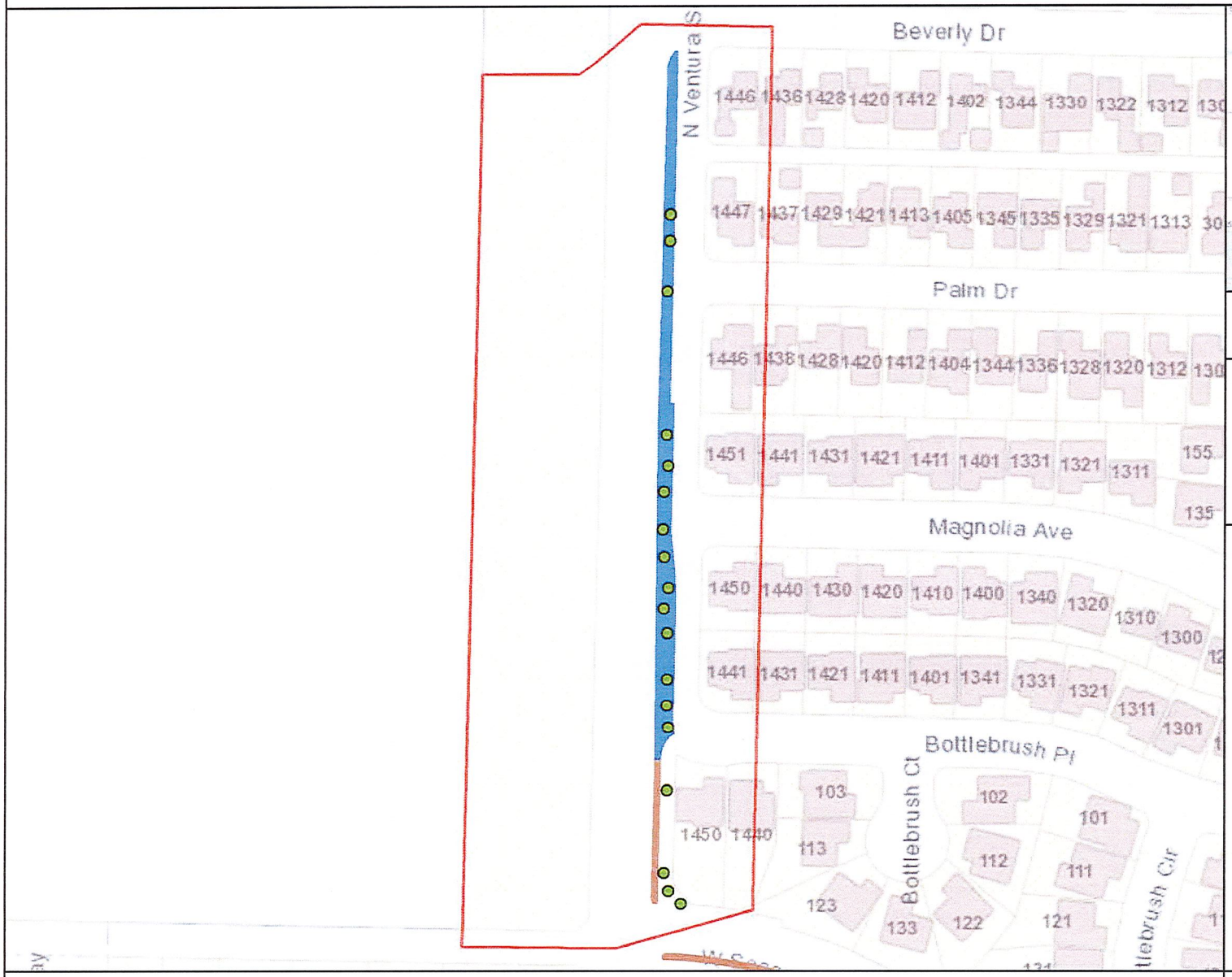
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

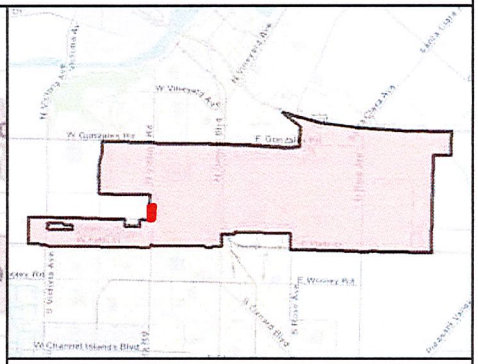
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 39 OF 49, VENTURA RD 05





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~10,560 SQ FT
~0.24 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~662 SQ FT
~0.02 ACRES

PROJECT TREES:
18 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

N W E S

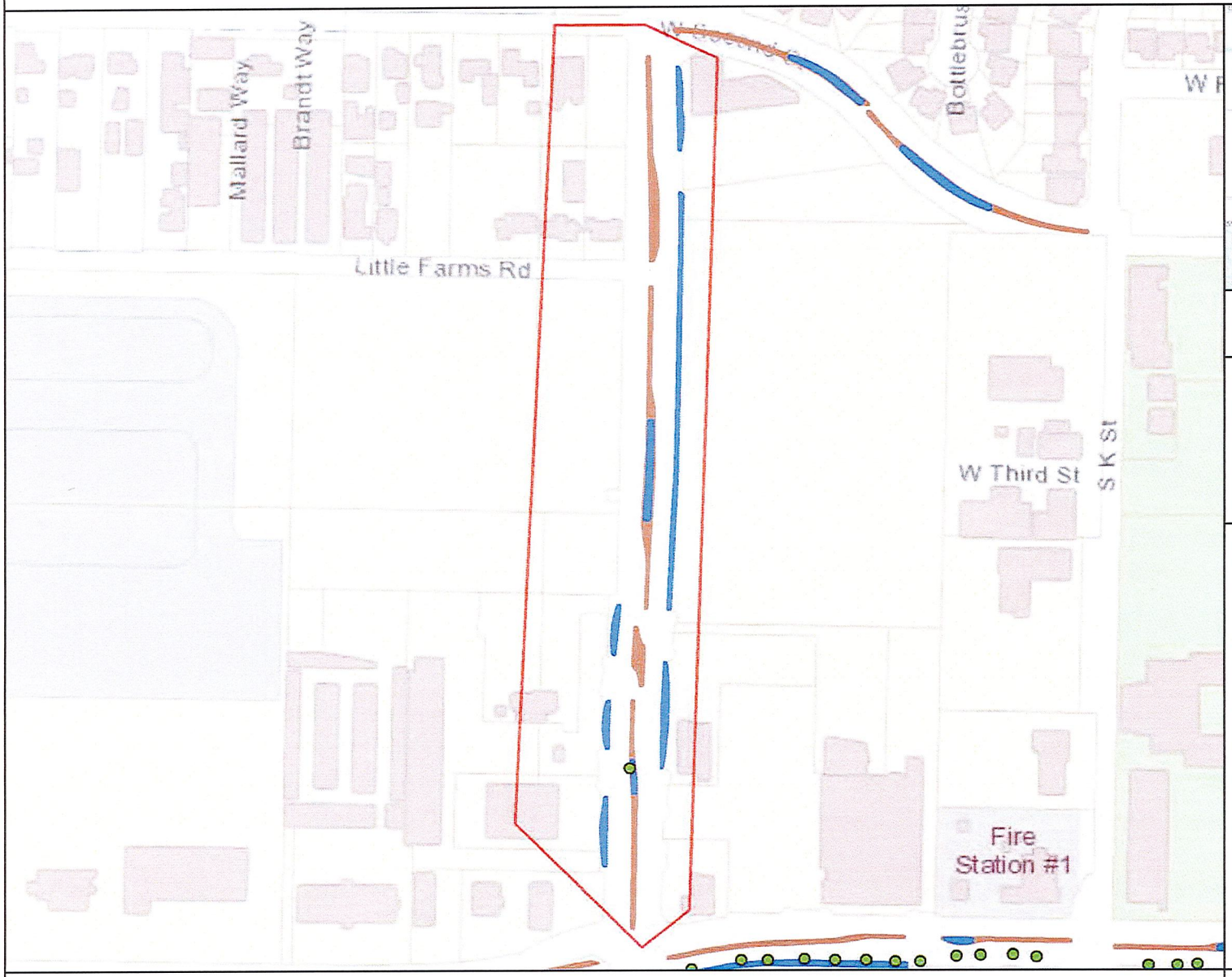
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

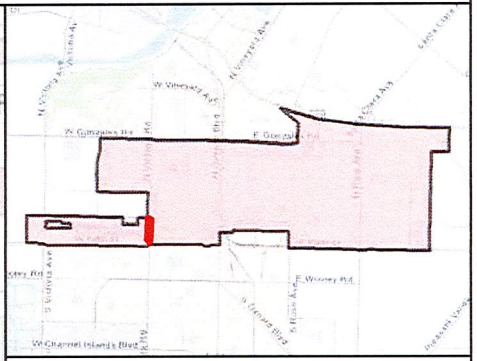
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 40 OF 49, VENTURA RD 06





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,917 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,612 SQ FT
~0.24 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

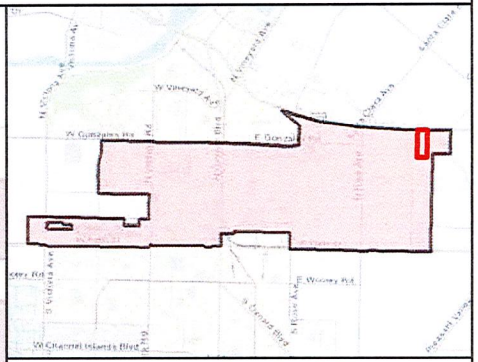
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 41 OF 49, DEL NORTE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,459 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~112 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

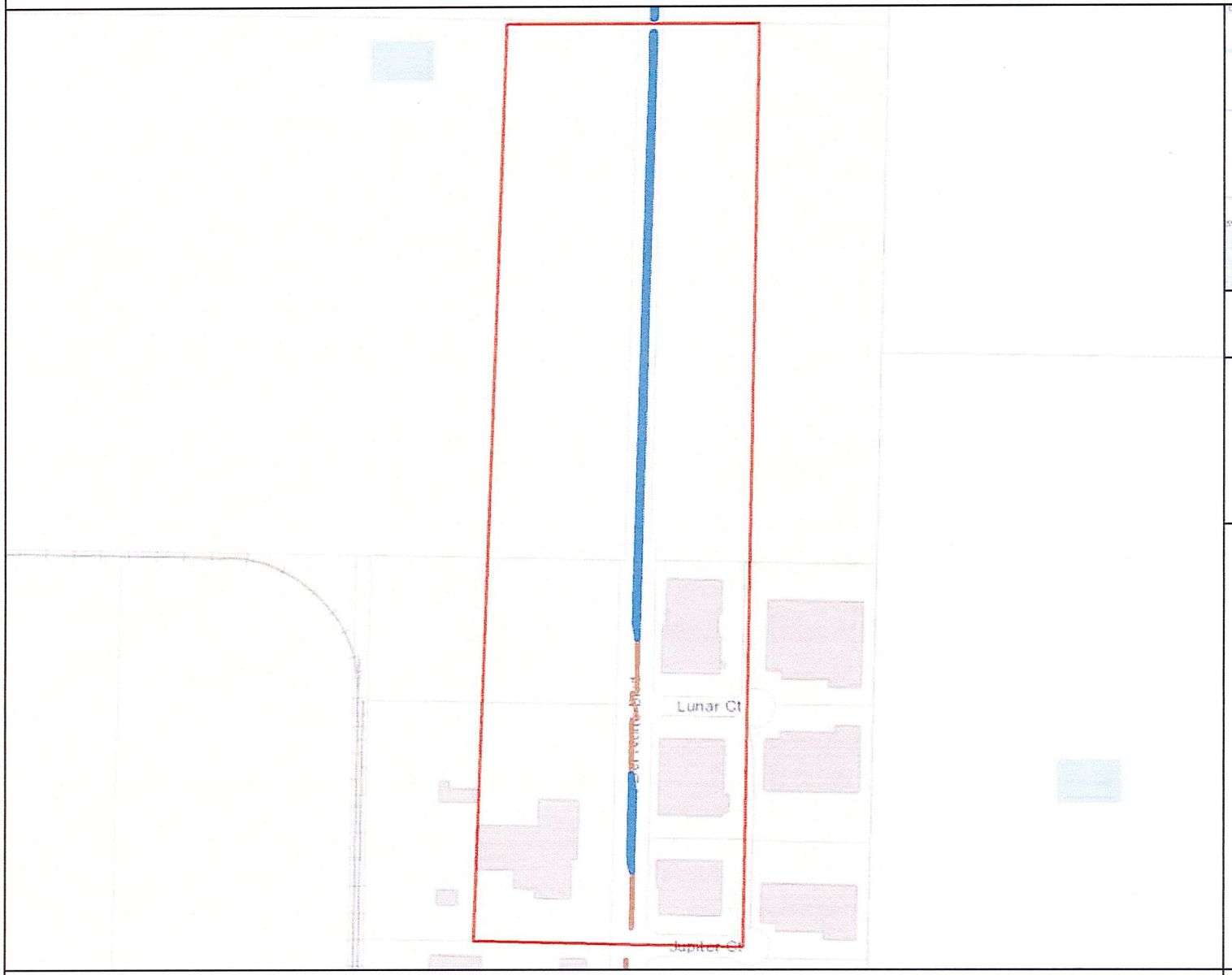
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

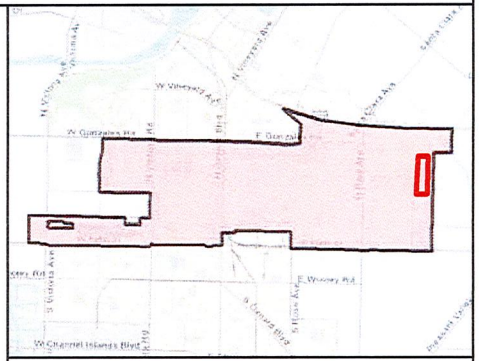
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 42 OF 49, DEL NORTE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~33,174 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~2,431 SQ FT
~0.06 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

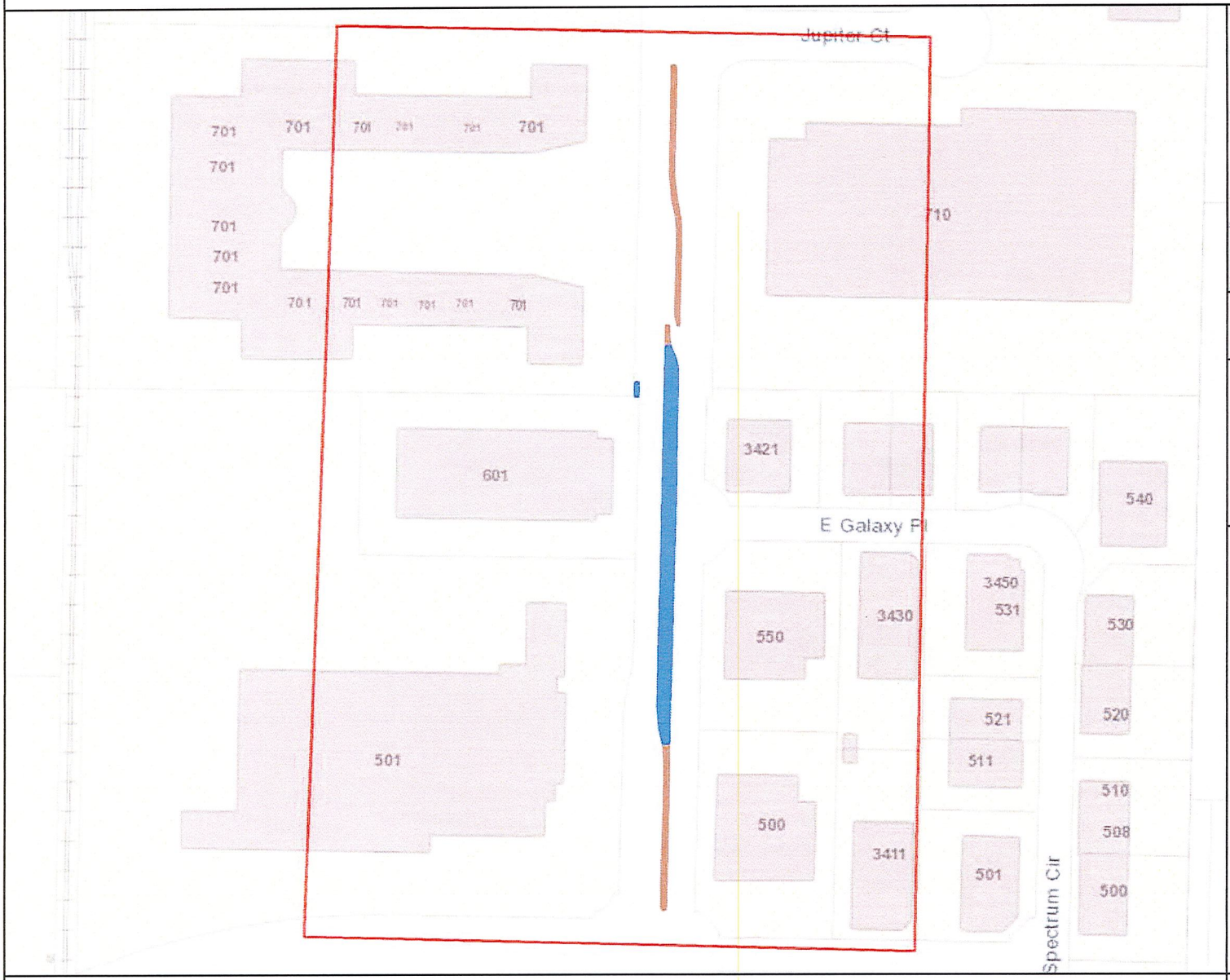
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

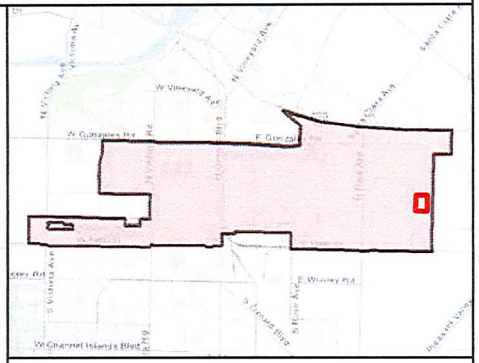
N
W E
S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 43 OF 49, DEL NORTE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,462 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,566 SQ FT
~0.06 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

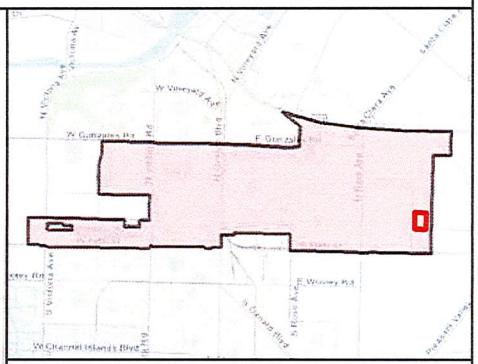
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 44 OF 49, DEL NORTE 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,227 SQ FT
~0.12 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,143 SQ FT
~0.07 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

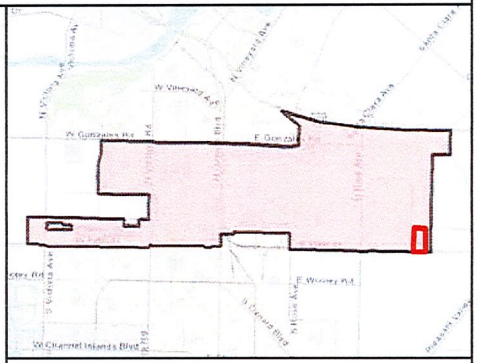
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 45 OF 49, DEL NORTE 5





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~8,125 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~9,224 SQ FT
~0.21 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

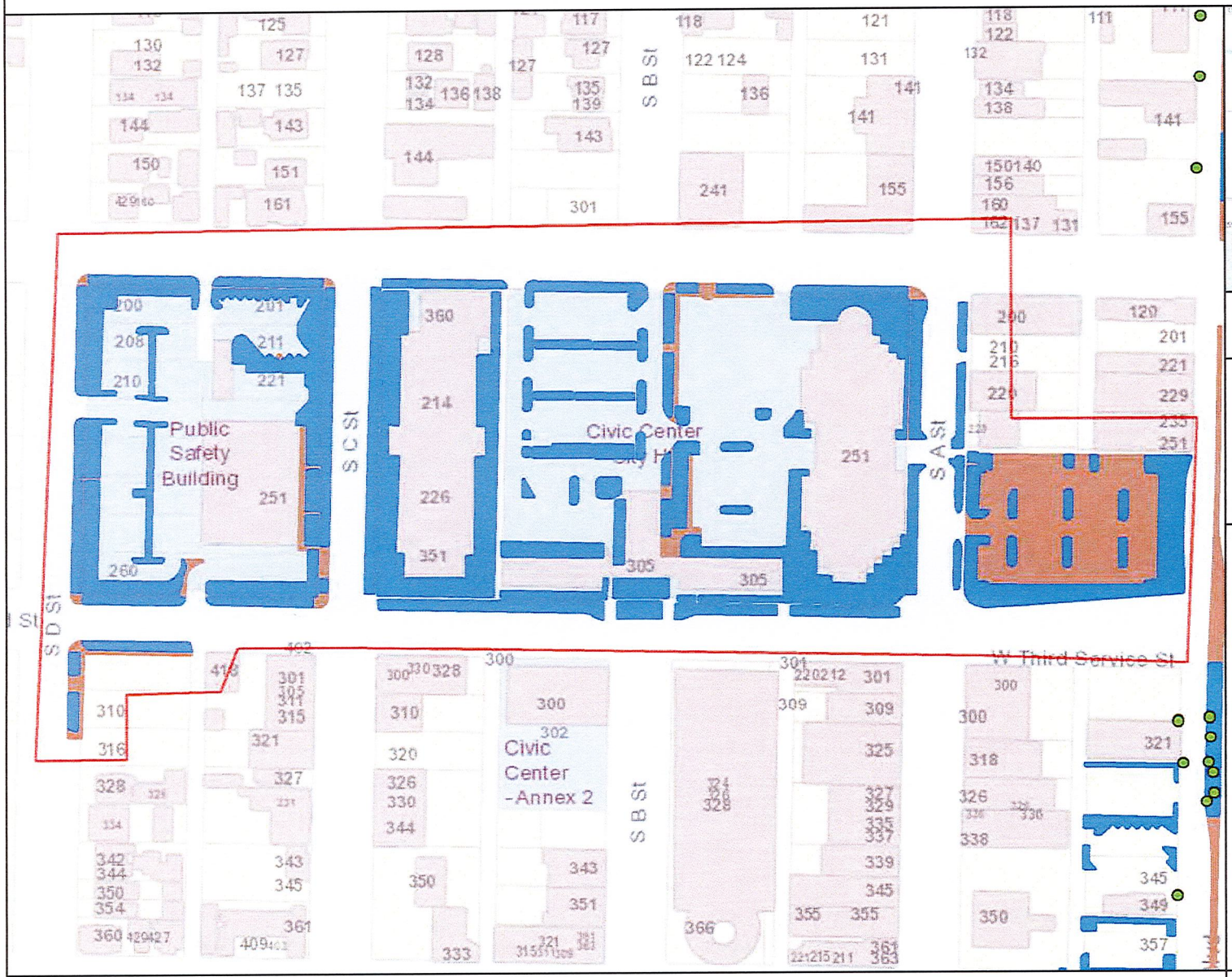
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

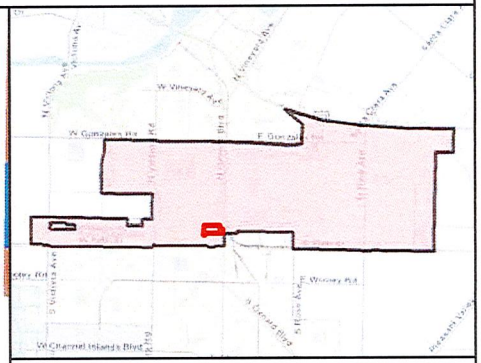
N
W E
S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 46 OF 49, CIVIC CENTER





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~129,764 SQ FT
~2.98 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~56,944 SQ FT
~1.31 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

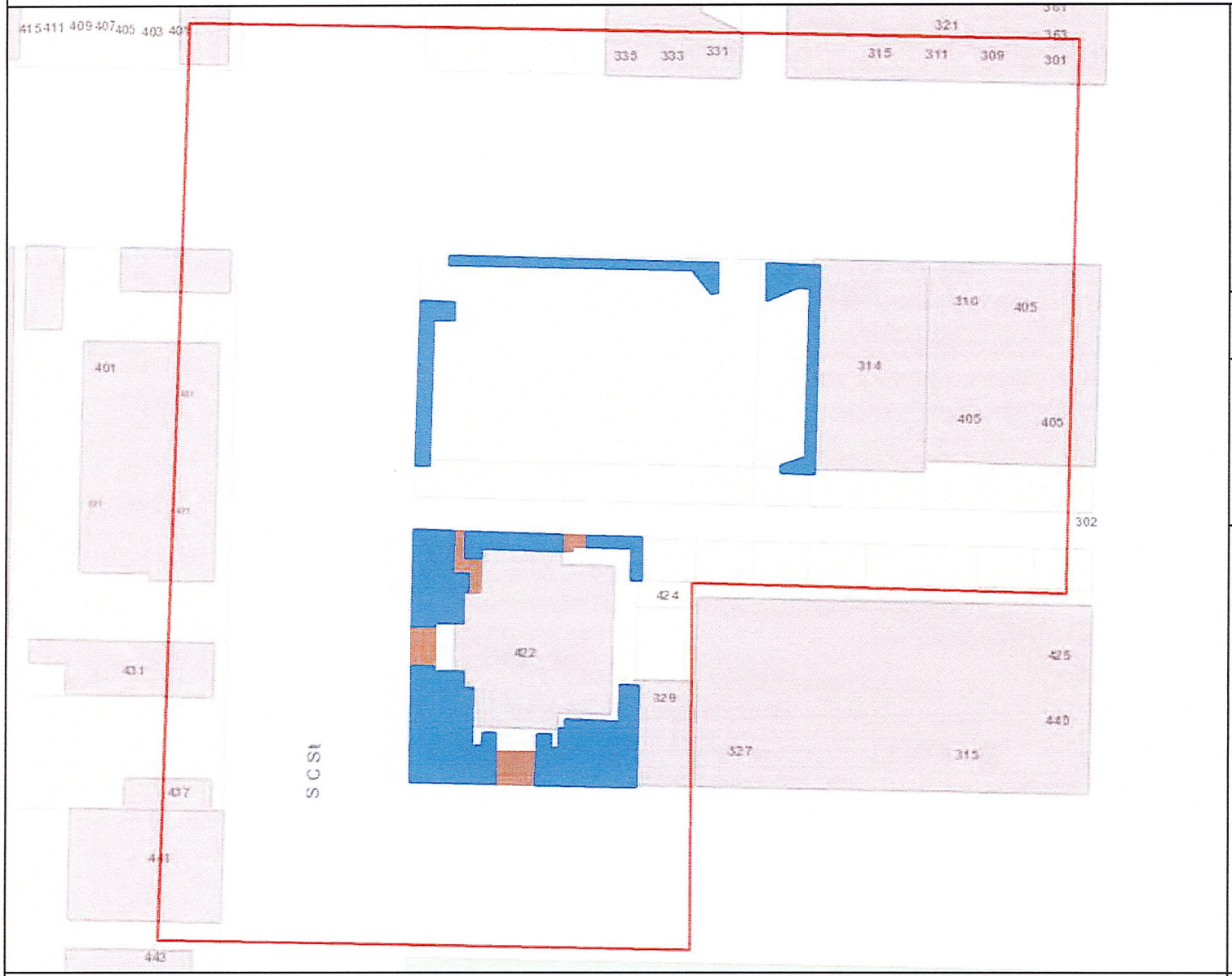
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

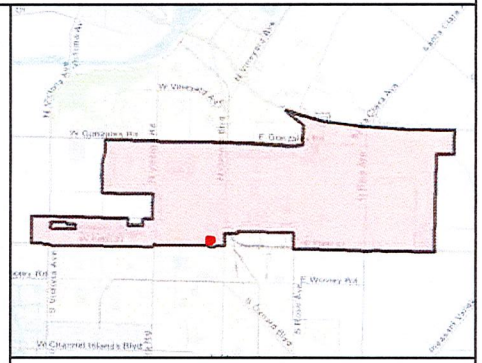
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 47 OF 49, CARNEGIE





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,674 SQ FT
~0.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~700 SQ FT
~0.02 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

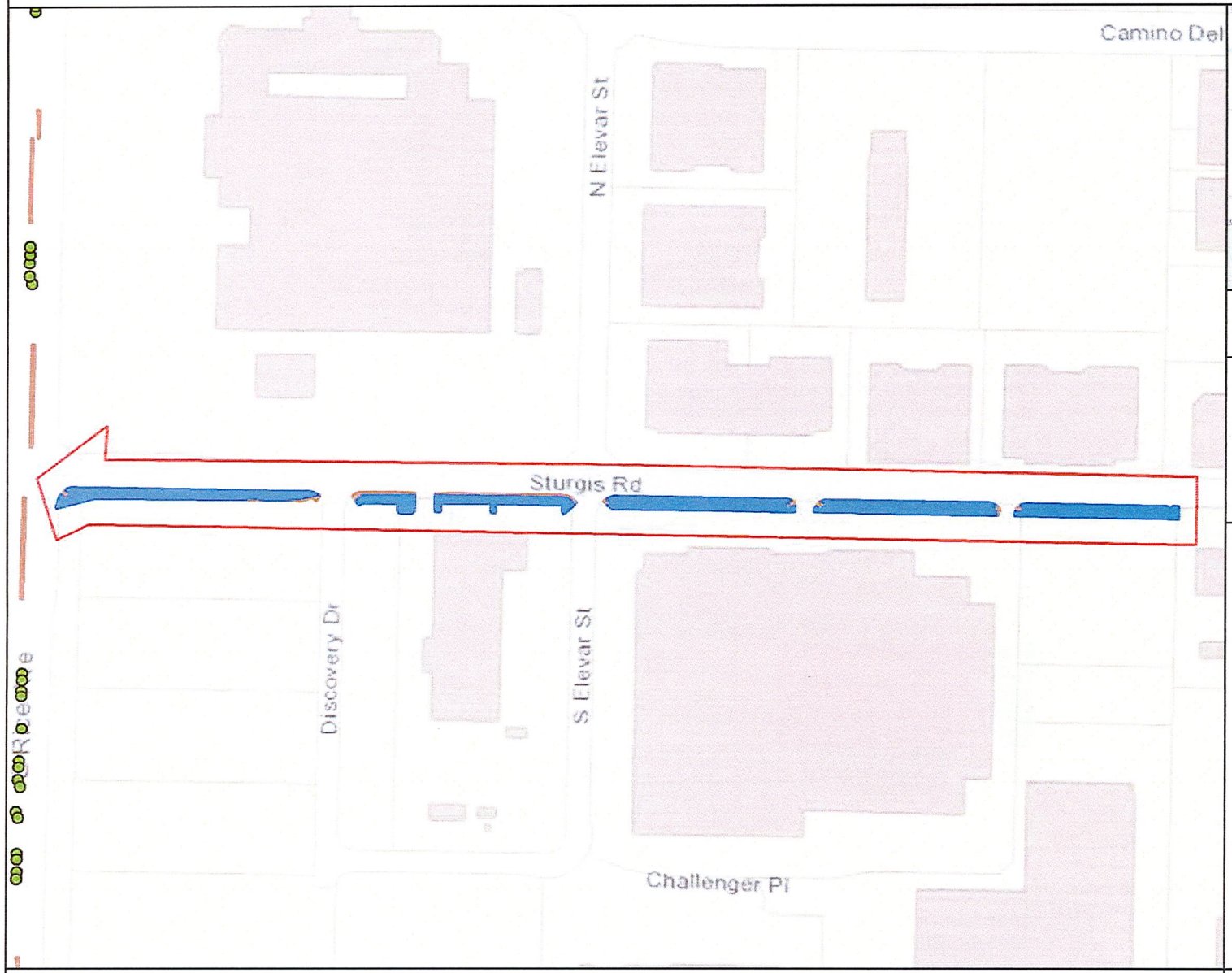
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

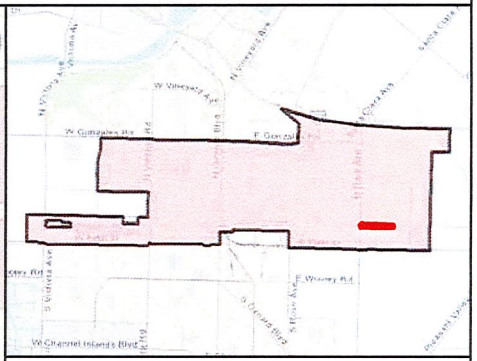
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 48 OF 49, STURGIS 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~38,183 SQ FT
~0.88 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,904 SQ FT
~0.27 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

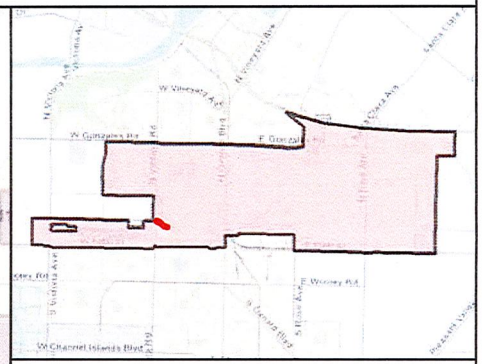
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 49 OF 49, W SECOND ST





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,358 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,580 SQ FT
~0.11 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

N
W E
S

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

SECOND AMENDMENT TO TRADE SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on June 29, 2021, by City and Vendor. The Agreement previously has been amended on October 21, 2021, by a First Amendment,

City and Vendor agree as follows:

1. In Section 3 of the Cover Page of the Agreement, is hereby amended to state: "Services: Landscaping Maintenance located in Median ways located within Region 2."

2. In Section 4 of the Cover Page of the Agreement, is hereby amended to state: "Schedule of Services: Monthly Landscaping Maintenance and Twice Monthly Lawn Mowing located in Median ways located within Region 2 of Location Map which is attached hereto and incorporated herein."

3. In Section 6 of the Cover Page of the Agreement, is hereby amended to state: "Total Agreement Amount: $2,535,000.00"

4. The reference to the Rates and Cost Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the with Rates and Cost Exhibit-June 2022. The Rates and Cost Exhibit is hereby disincorporated; instead, the Rates and Cost Exhibit-June 2022 is attached hereto and incorporated herein by this reference.

5. The reference to the Region 2 Work Detail maps Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the attached Region 2 Work Detail as of June 2022. Exhibit. The attached Region 2 Work Detail as of June 2022. Exhibit is attached hereto and incorporated herein by this reference.

6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
9/06/22
DATE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

9-6-22

☑ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

MARIPOSA LANDSCAPES, INC.

6-16-22

Terry Noriega, President[2] Date

6-16-2022

Antonio Valenzuela, Secretary Date

ATTEST:

9/6/22

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

9/1/22

Stephen M. Fischer, City Attorney (always required) Date

1

2

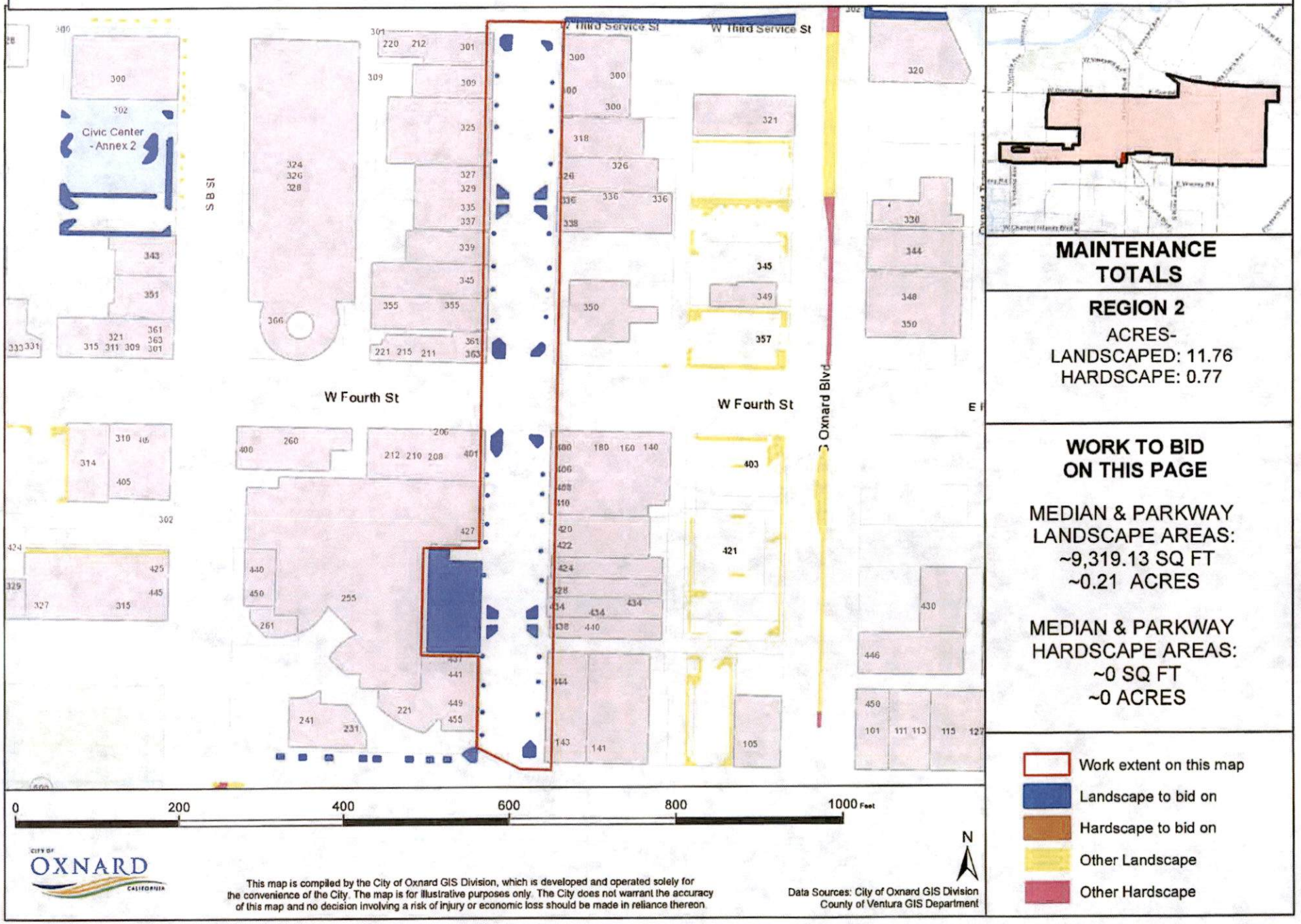
RATES AND COSTS EXHIBIT- JUNE 2022

The Vendor shall provide monthly landscape maintenance services and twice monthly lawn mowing services within the City's Landscape Medians located with Region 2

	Monthly Cost
Twice Monthly Service Region 2 Areas	$71,807.72
Non-Selective herbicide applicate	$1,800/acre
Hourly Rate for as-needed tasks	$40.00/hour
Material markup rate for as-needed tasks	15%

REGION 2 WORK DETAIL
AS OF June 2022

REGION 2 WORK DETAIL: PAGE 1 OF 22, A ST NORTH 1



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,319.13 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

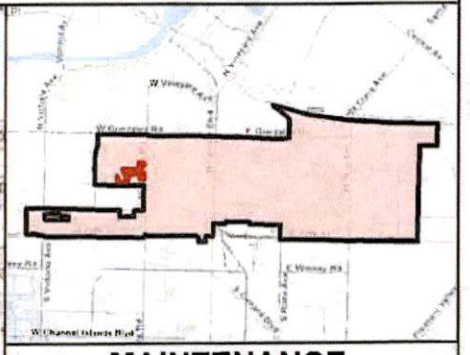
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 2 OF 22, CABRILLO 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,492.18 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

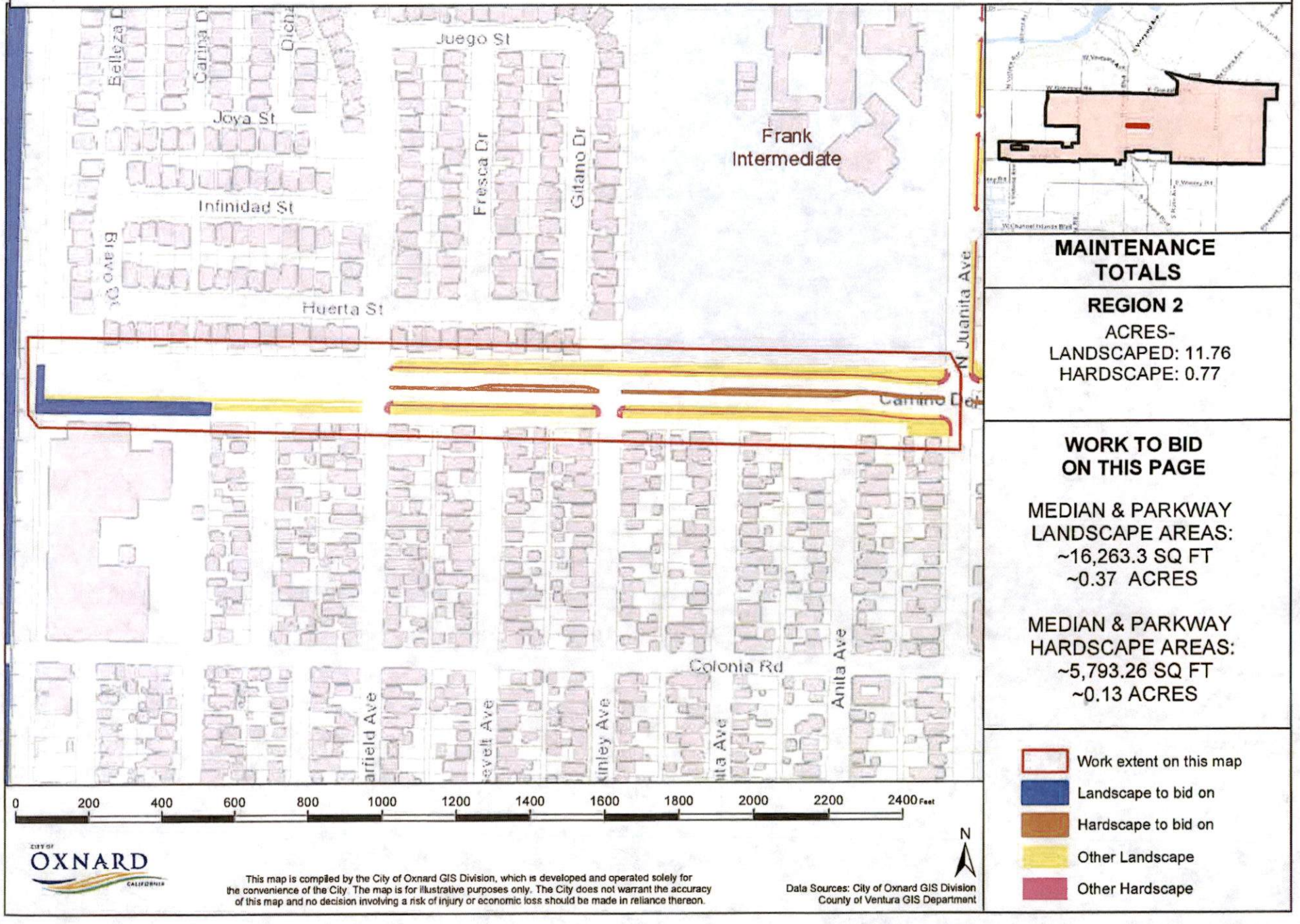
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 3 OF 22, CAMINO DEL SOL 1



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

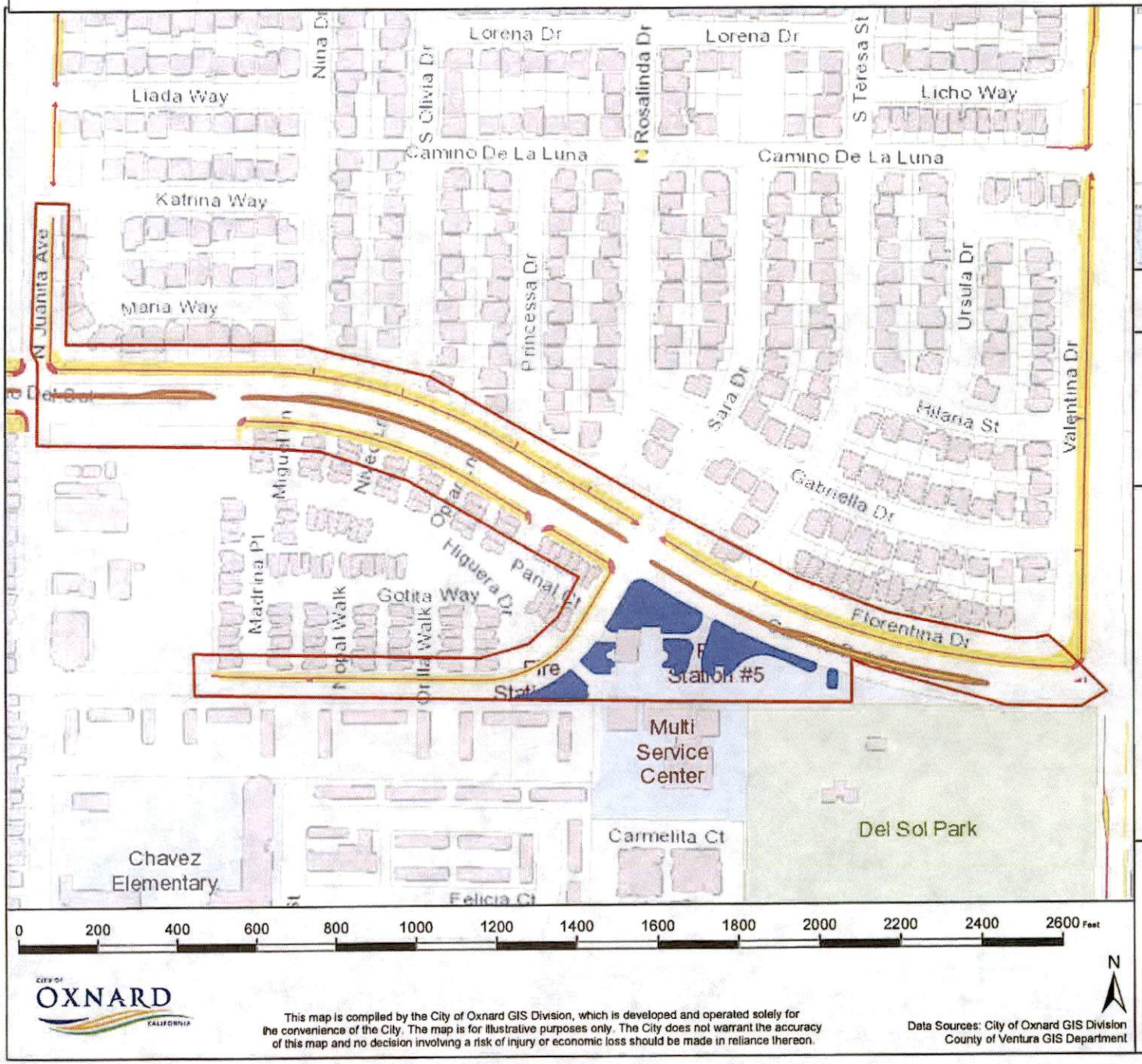
WORK TO BID ON THIS PAGE

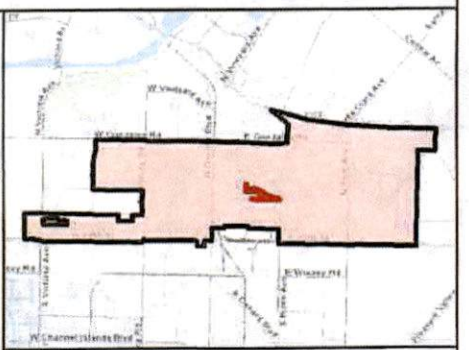
MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,263.3 SQ FT
~0.37 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,793.26 SQ FT
~0.13 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

REGION 2 WORK DETAIL: PAGE 4 OF 22, CAMINO DEL SOL 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~47,111.53 SQ FT
~1.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,202.39 SQ FT
~0.28 ACRES

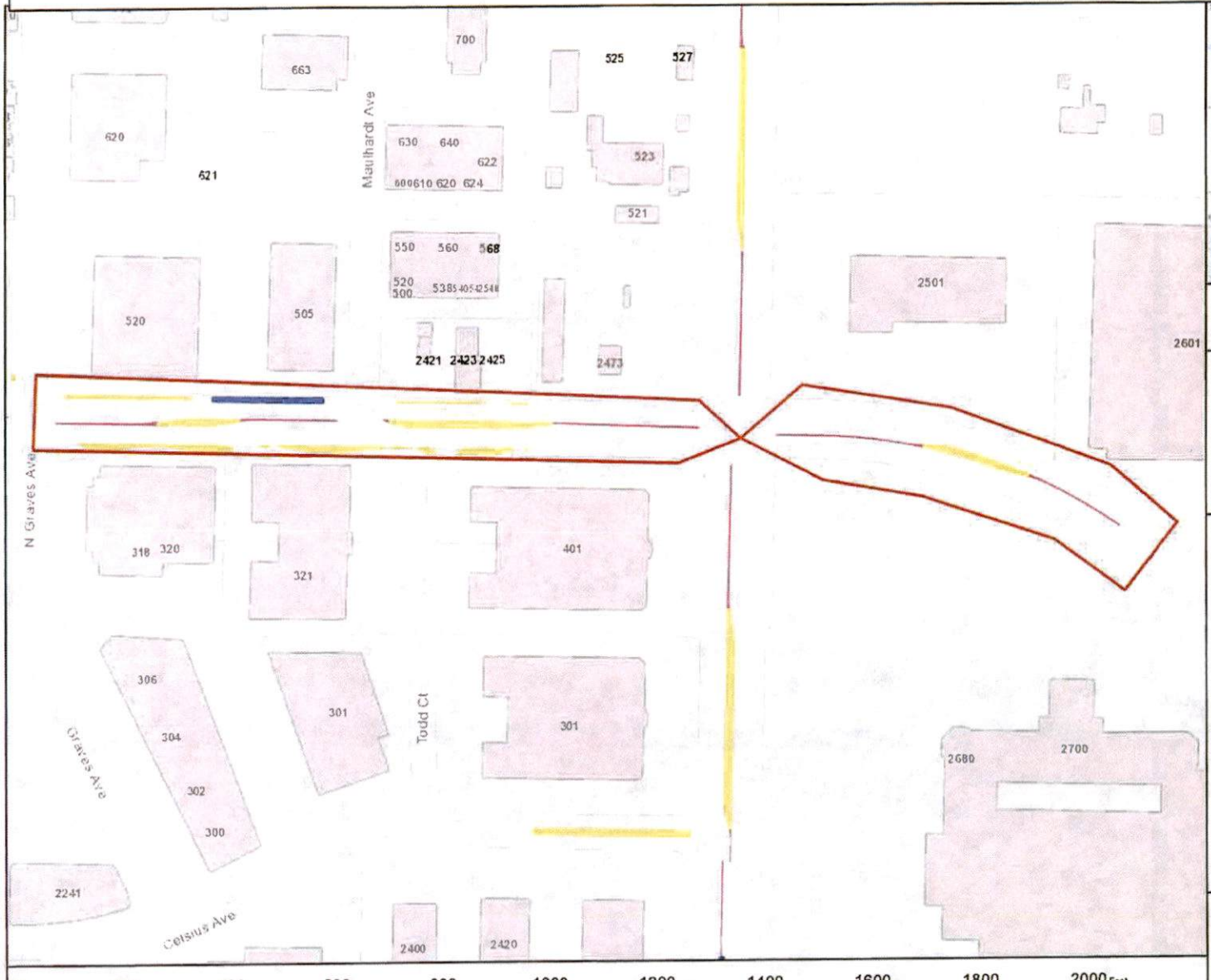
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

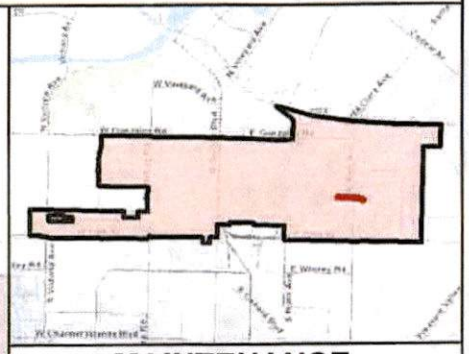
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 5 OF 22, CAMINO DEL SOL 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~999.82 SQ FT
~0.02 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

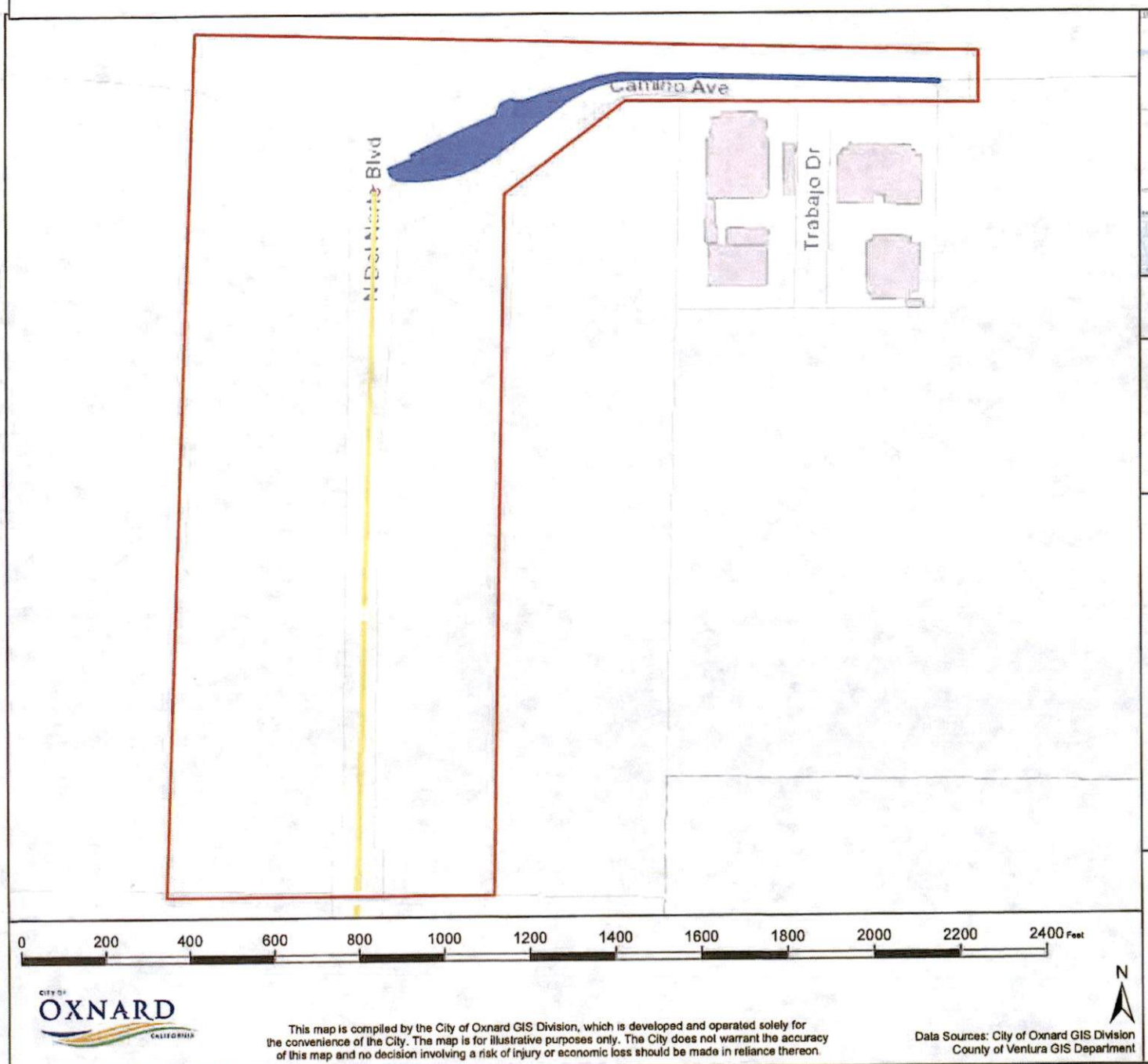
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

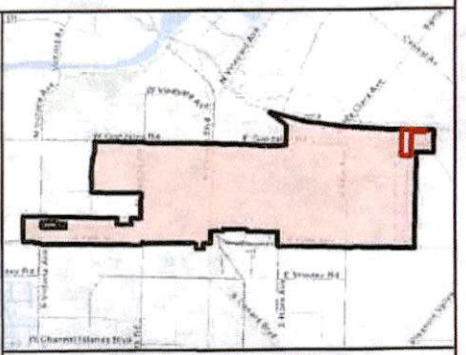
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 6 OF 22, DEL NORTE 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,758.38 SQ FT
~0.87 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

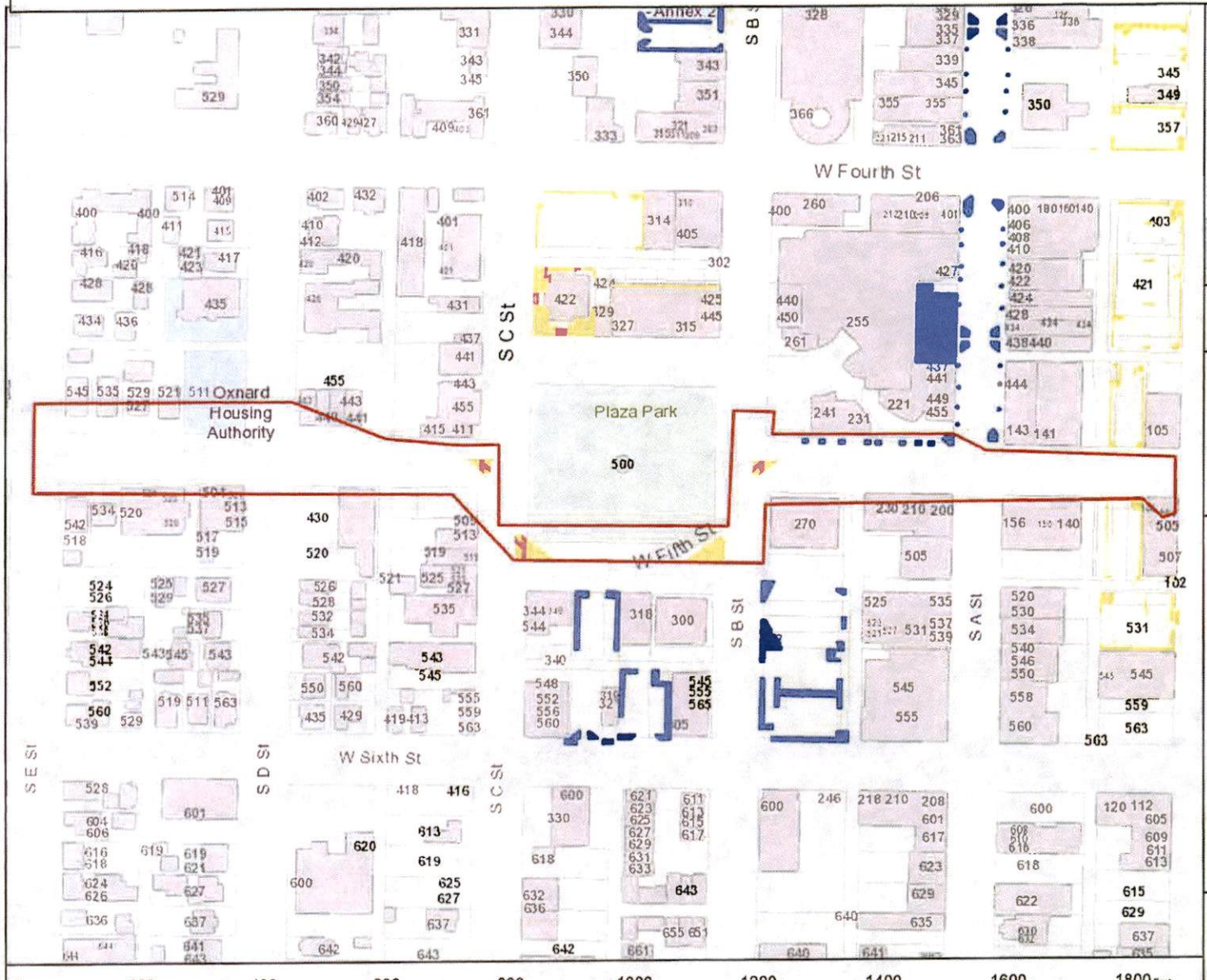
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

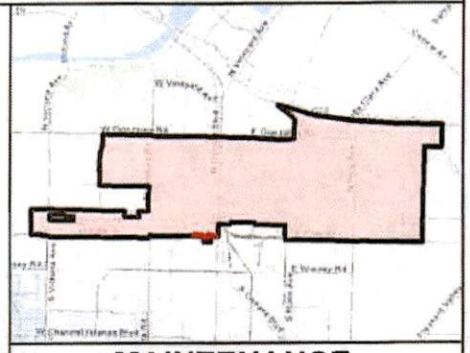
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 7 OF 22, FIFTH ST 07





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~463.16 SQ FT
~0.01 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

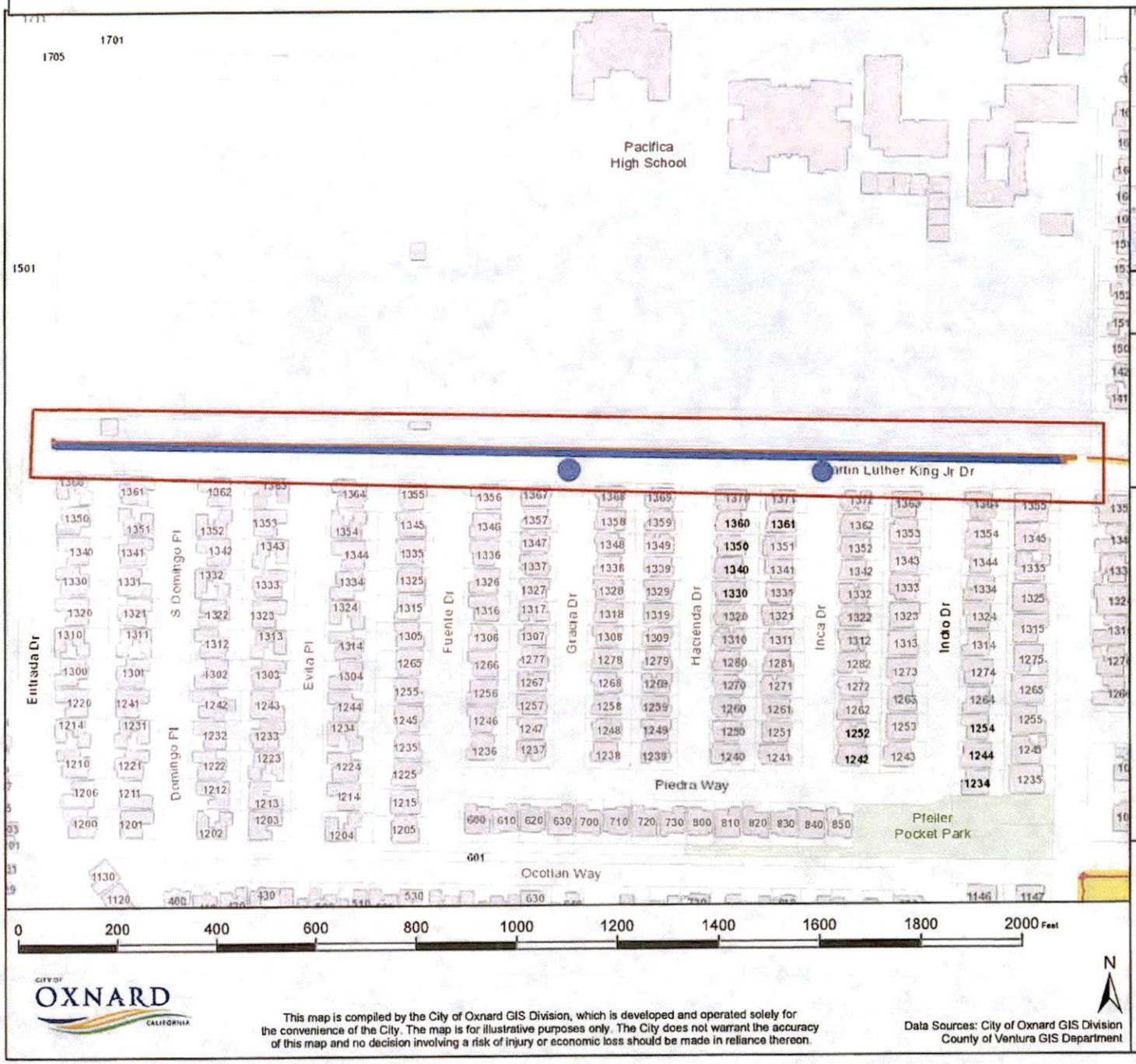
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

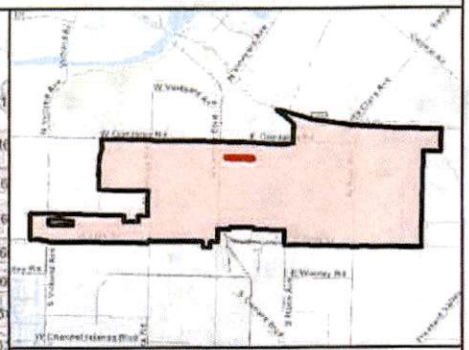
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 8 OF 22, MLK 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,698.41 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,110.77 SQ FT
~0.28 ACRES

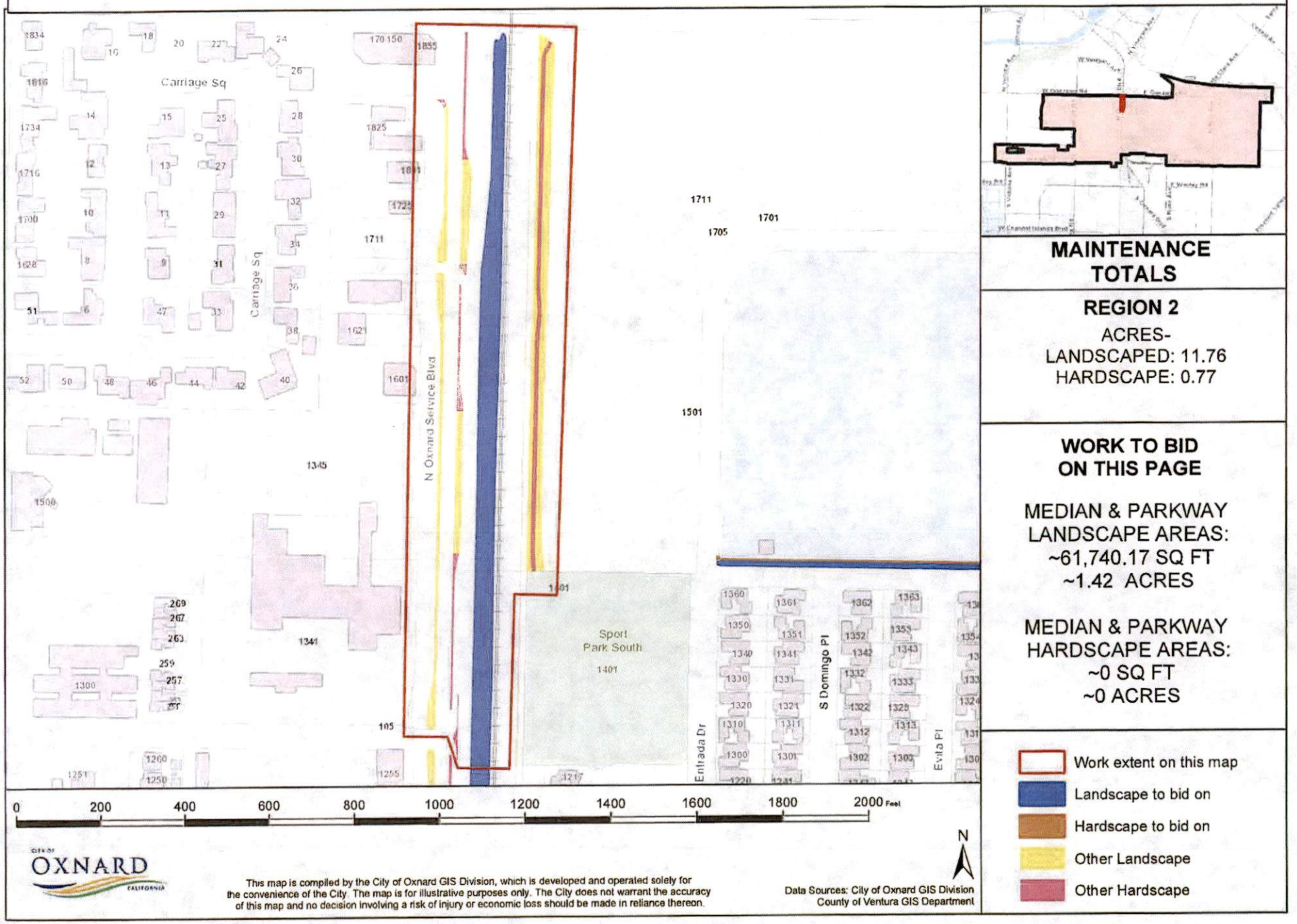
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 9 OF 22, OXNARD BLVD 1



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~61,740.17 SQ FT
~1.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

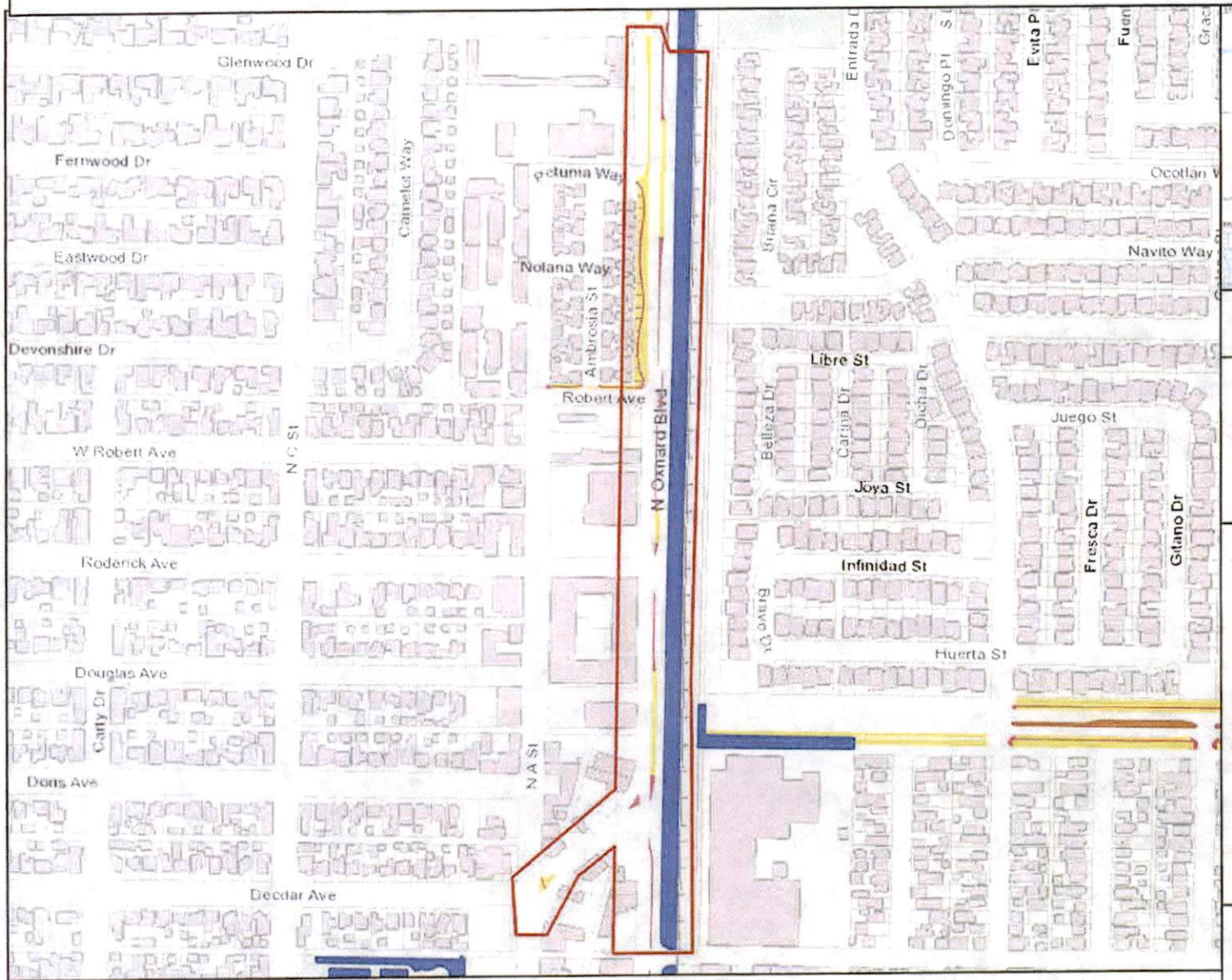
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

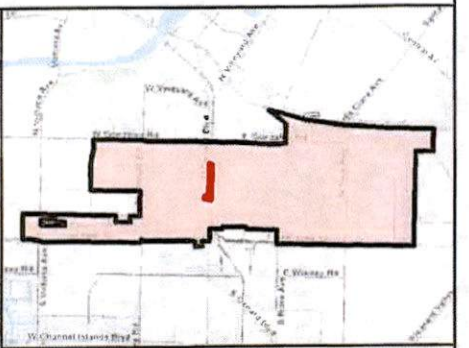
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 10 OF 22, OXNARD BLVD 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~111,416.29 SQ FT
~2.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

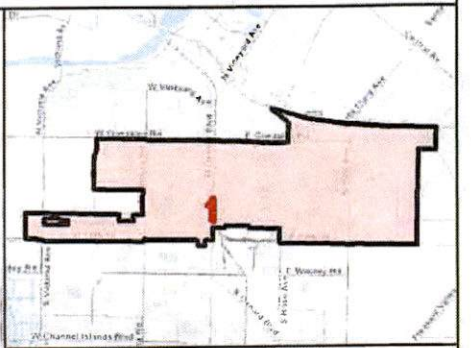
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 11 OF 22, OXNARD BLVD 3





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~60,834.12 SQ FT
~1.4 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

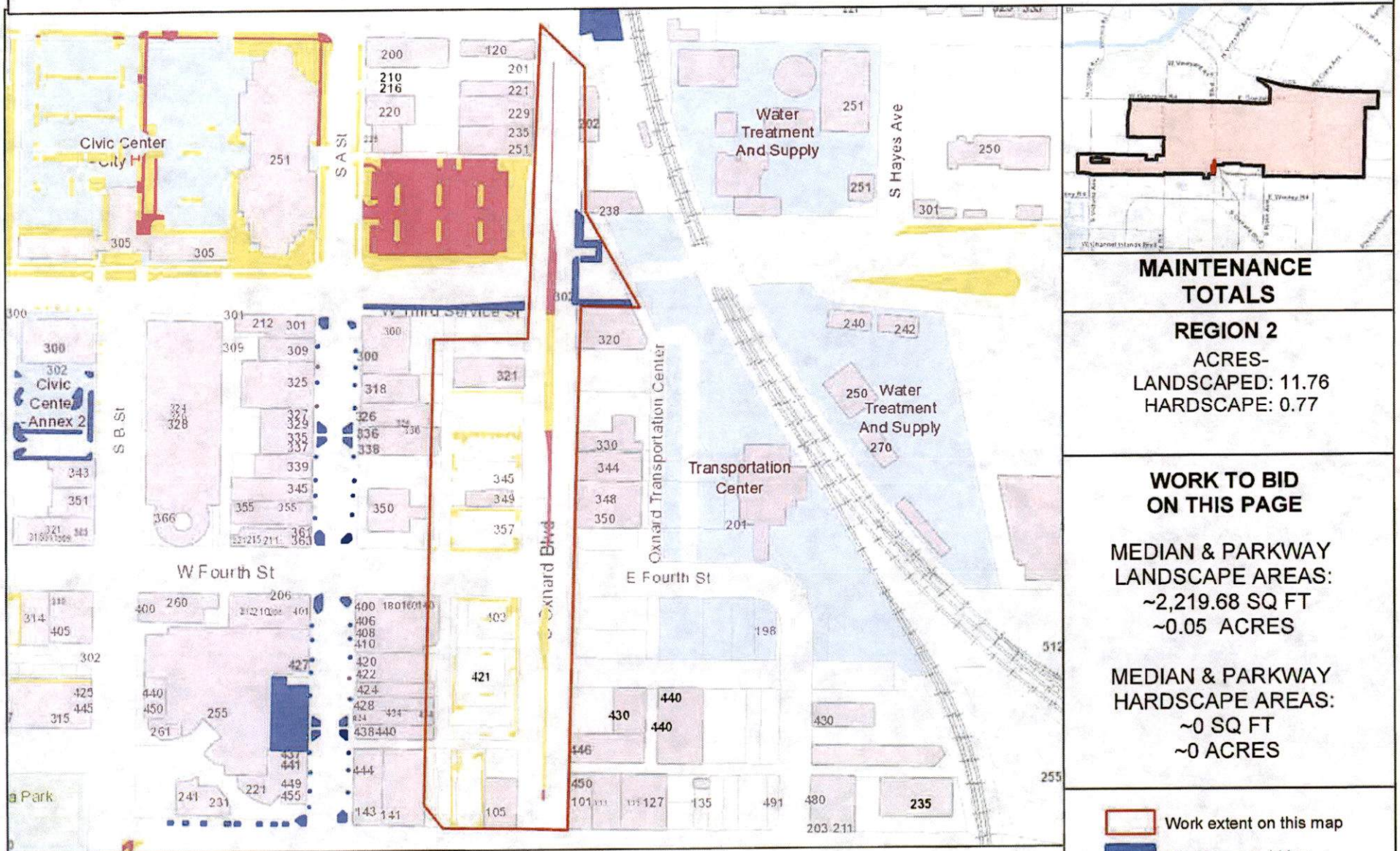
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 12 OF 22, OXNARD BLVD 4



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,219.68 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

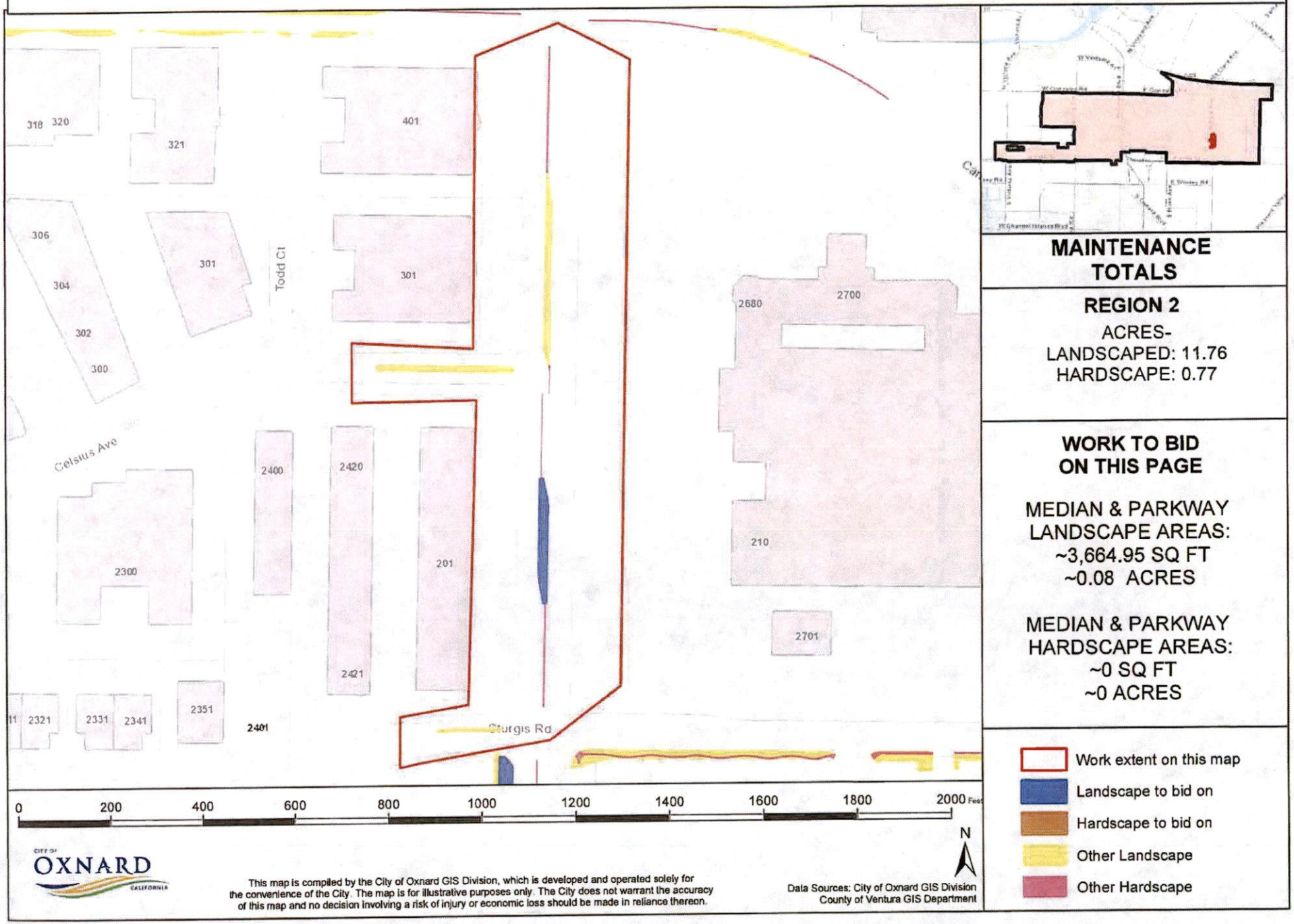
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 13 OF 22, RICE 4



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

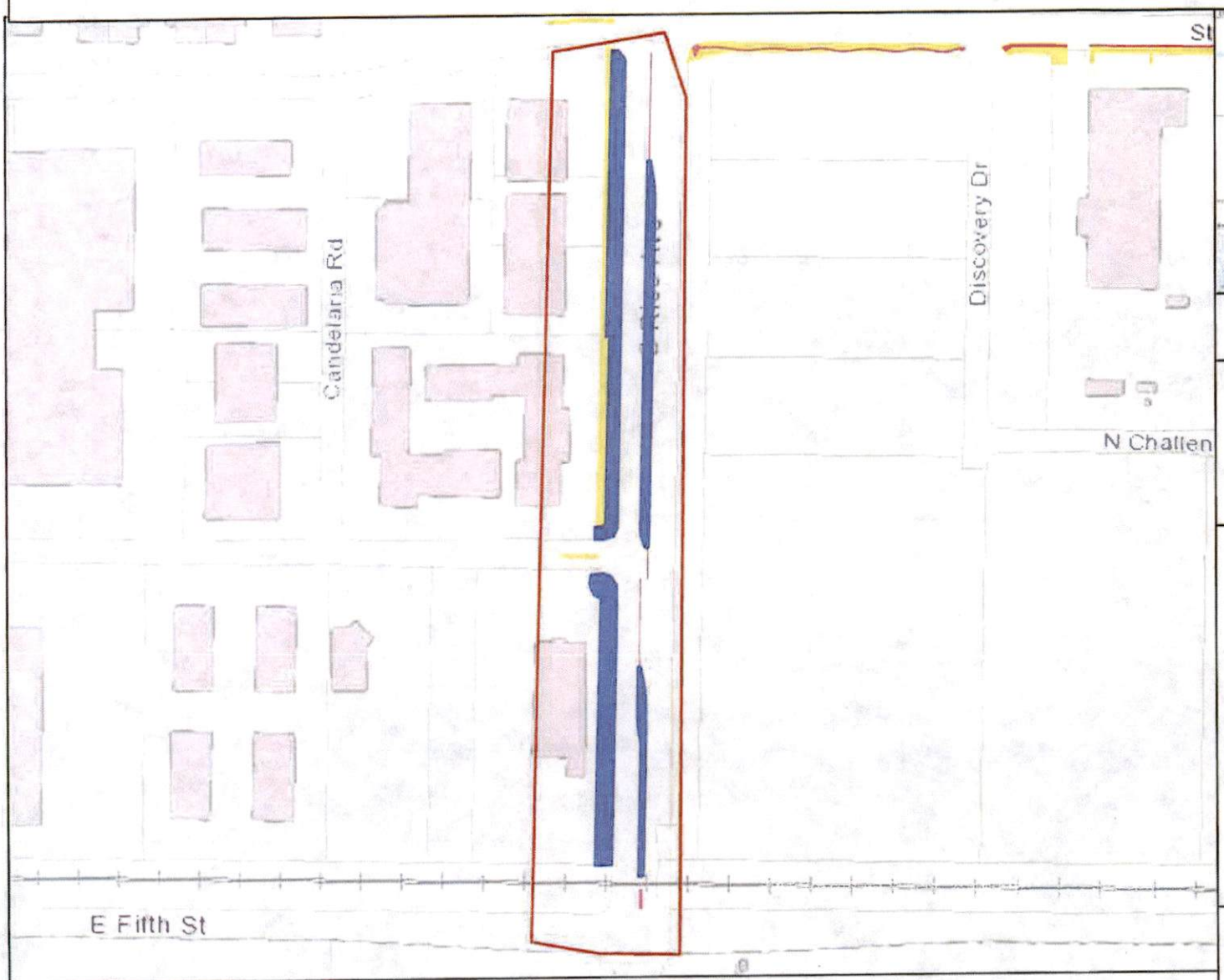
WORK TO BID ON THIS PAGE

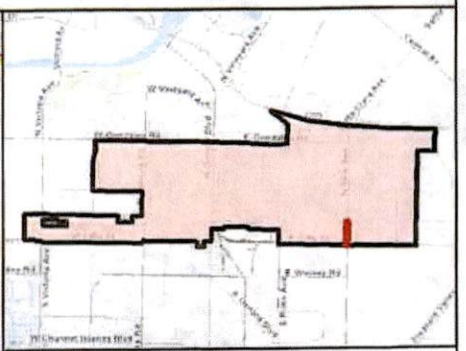
MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,664.95 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

REGION 2 WORK DETAIL: PAGE 14 OF 22, RICE 5





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~60,902.58 SQ FT
~1.4 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

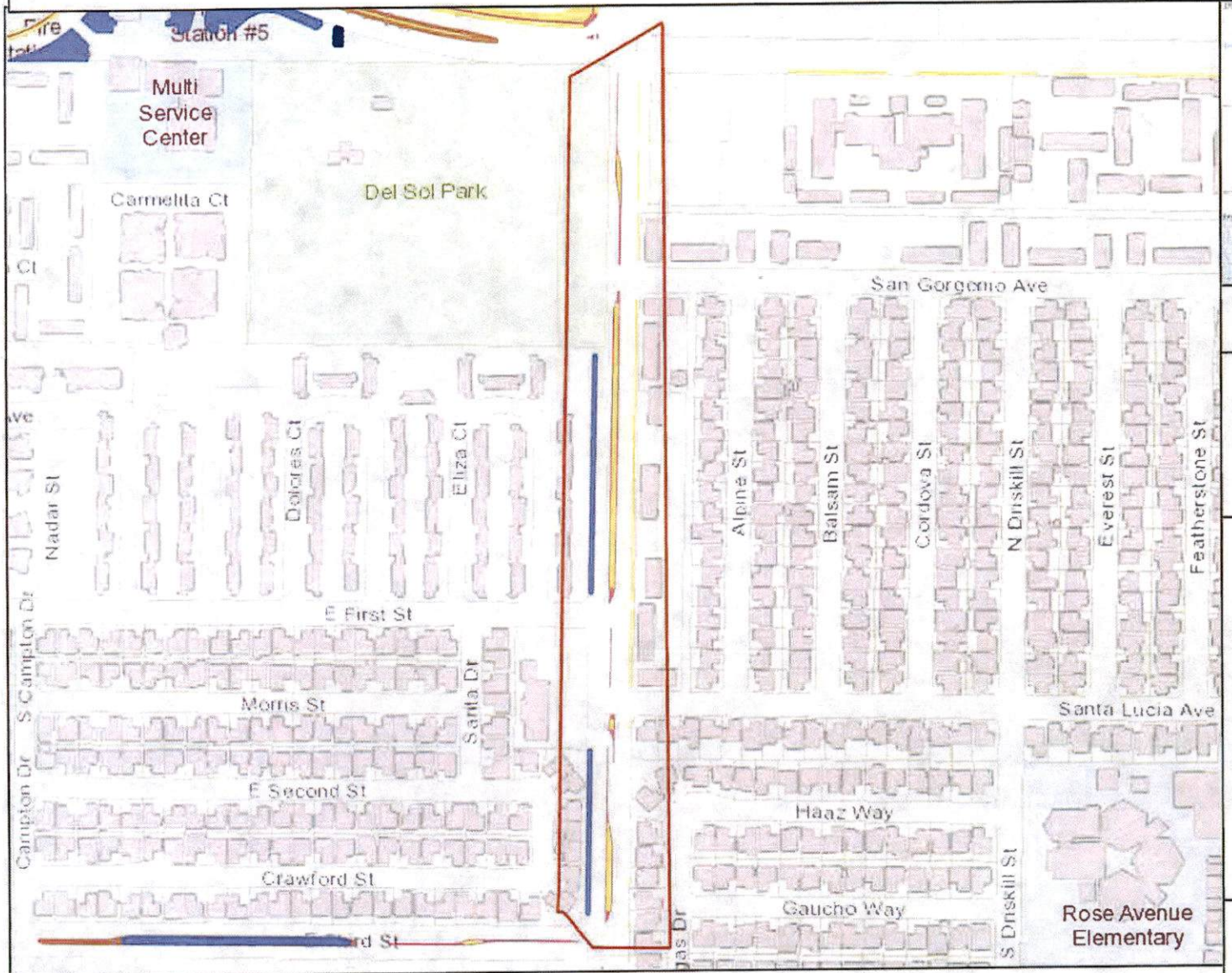
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

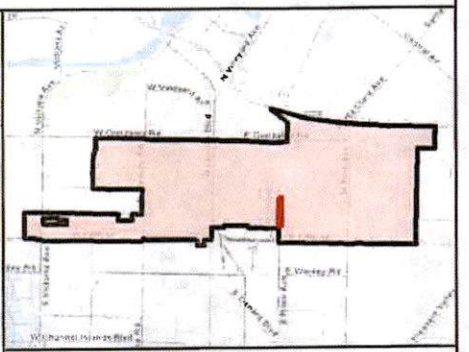
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 15 OF 22, ROSE 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

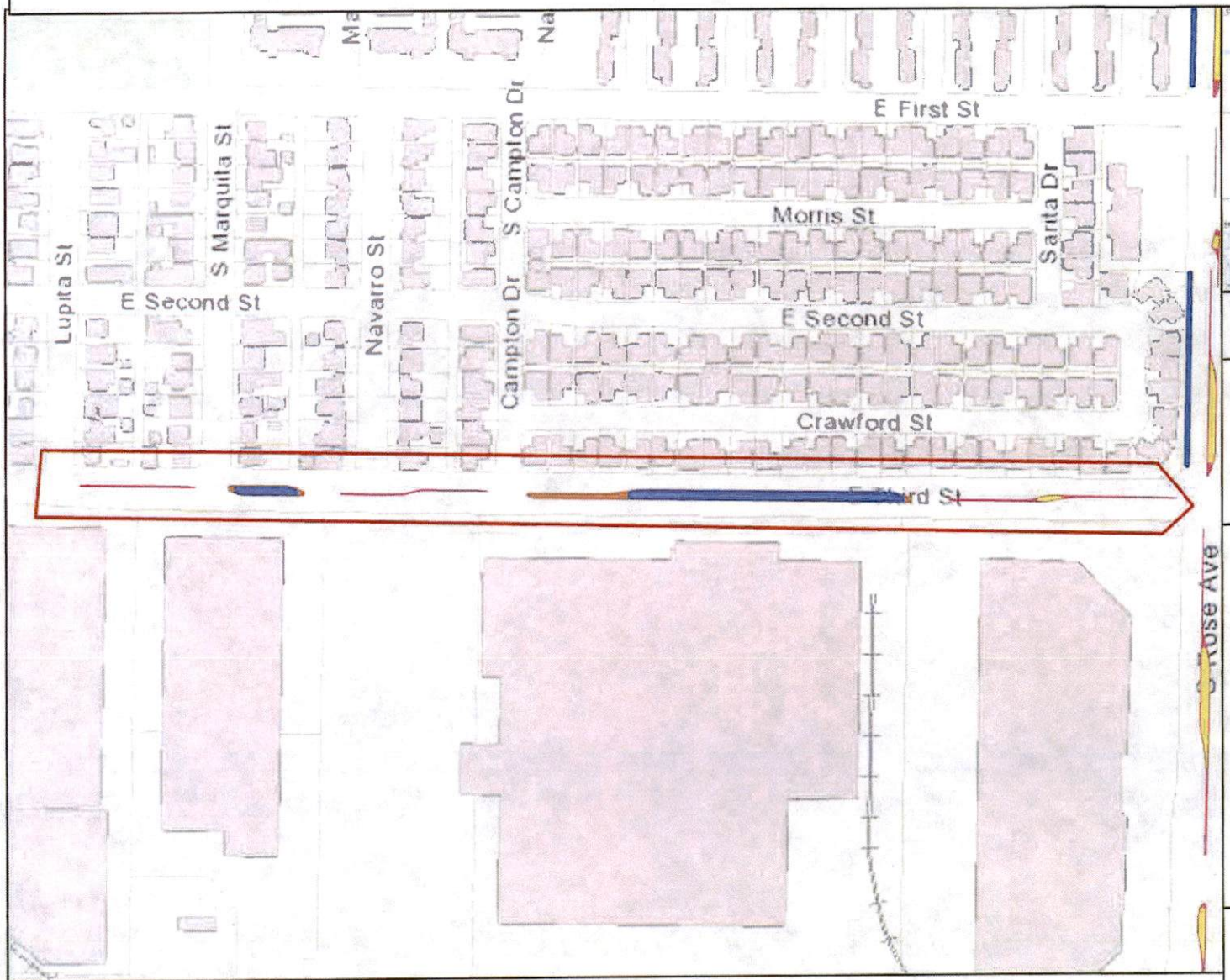
WORK TO BID ON THIS PAGE

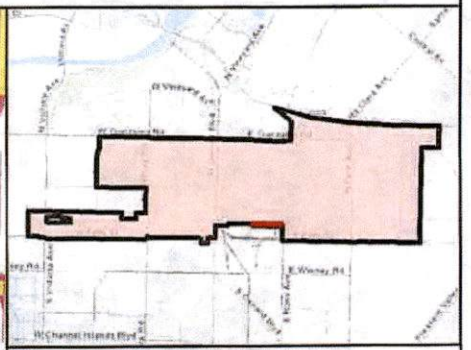
MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,438.94 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

REGION 2 WORK DETAIL: PAGE 16 OF 22, THIRD 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,730.11 SQ FT
~0.2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,592.6 SQ FT
~0.08 ACRES

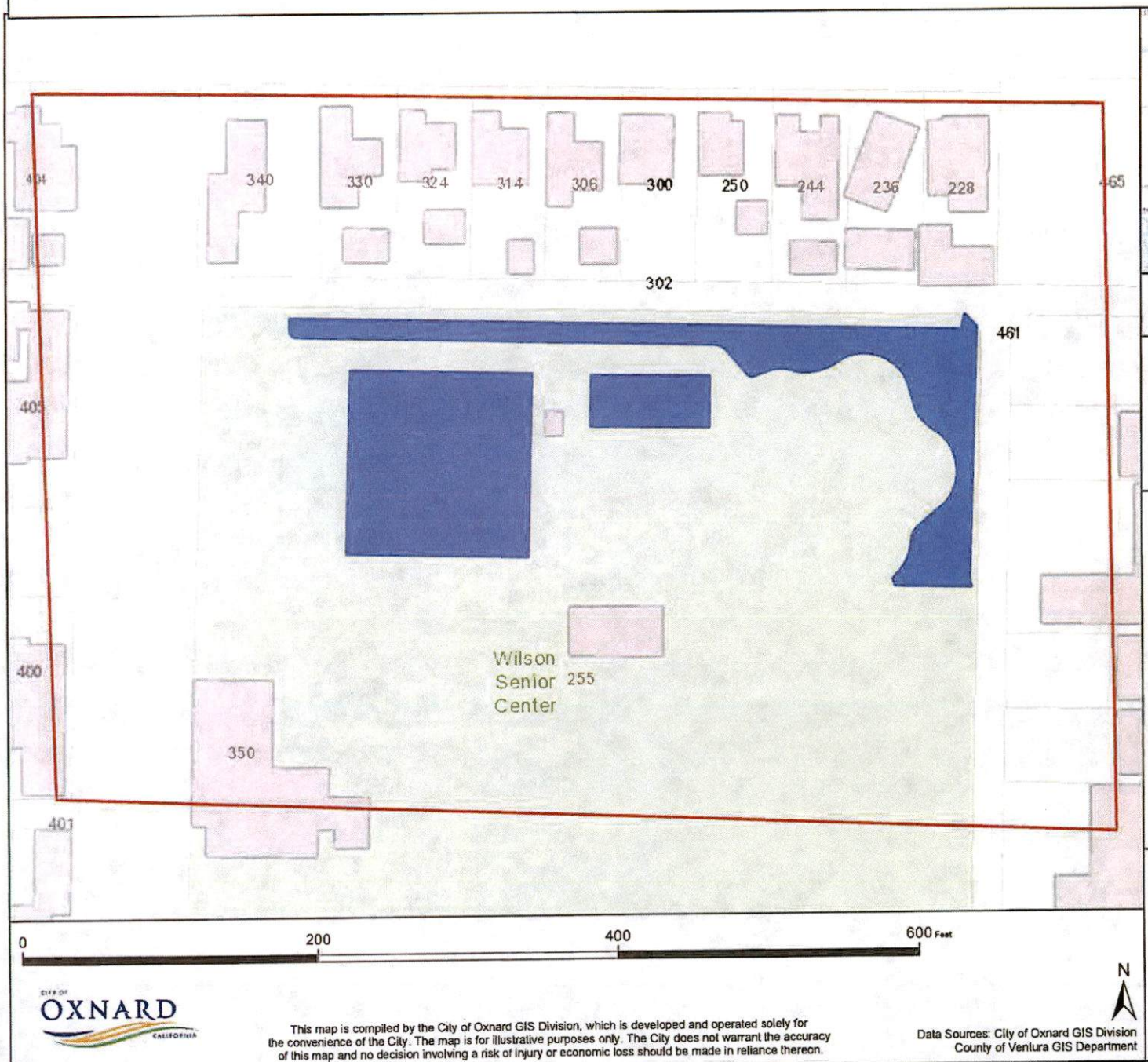
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

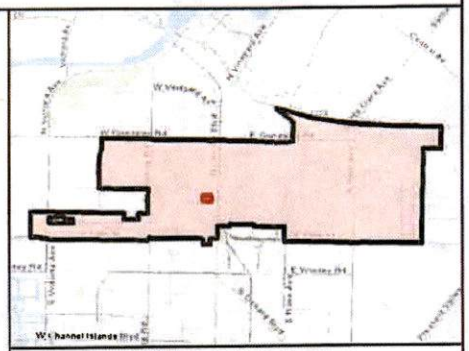
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 17 OF 22, WILSON SENIOR CENTER





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,723.9 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

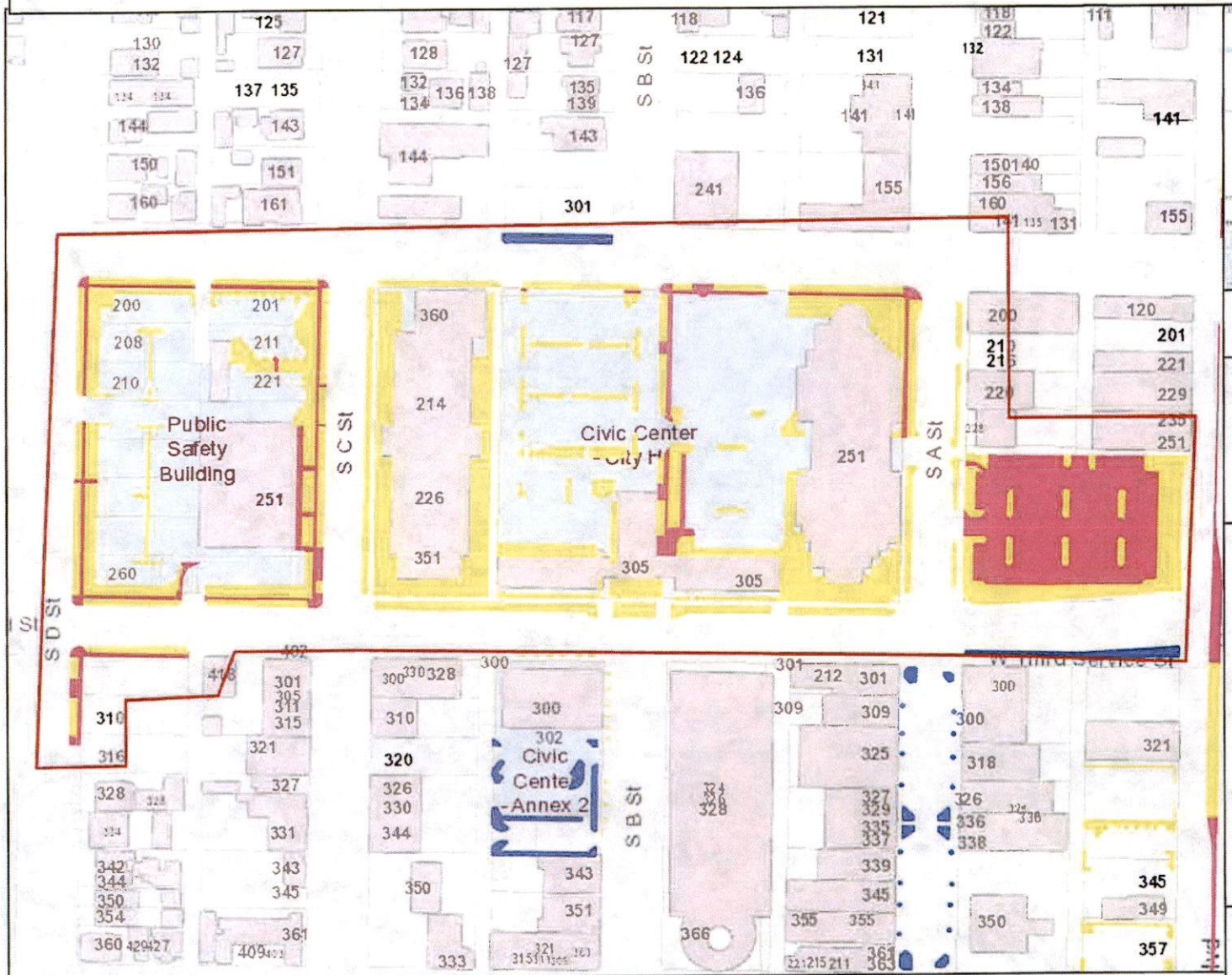
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

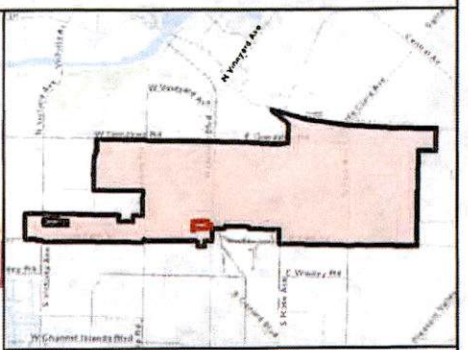
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 18 OF 22, CIVIC CENTER





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,470.58 SQ FT
~0.06 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

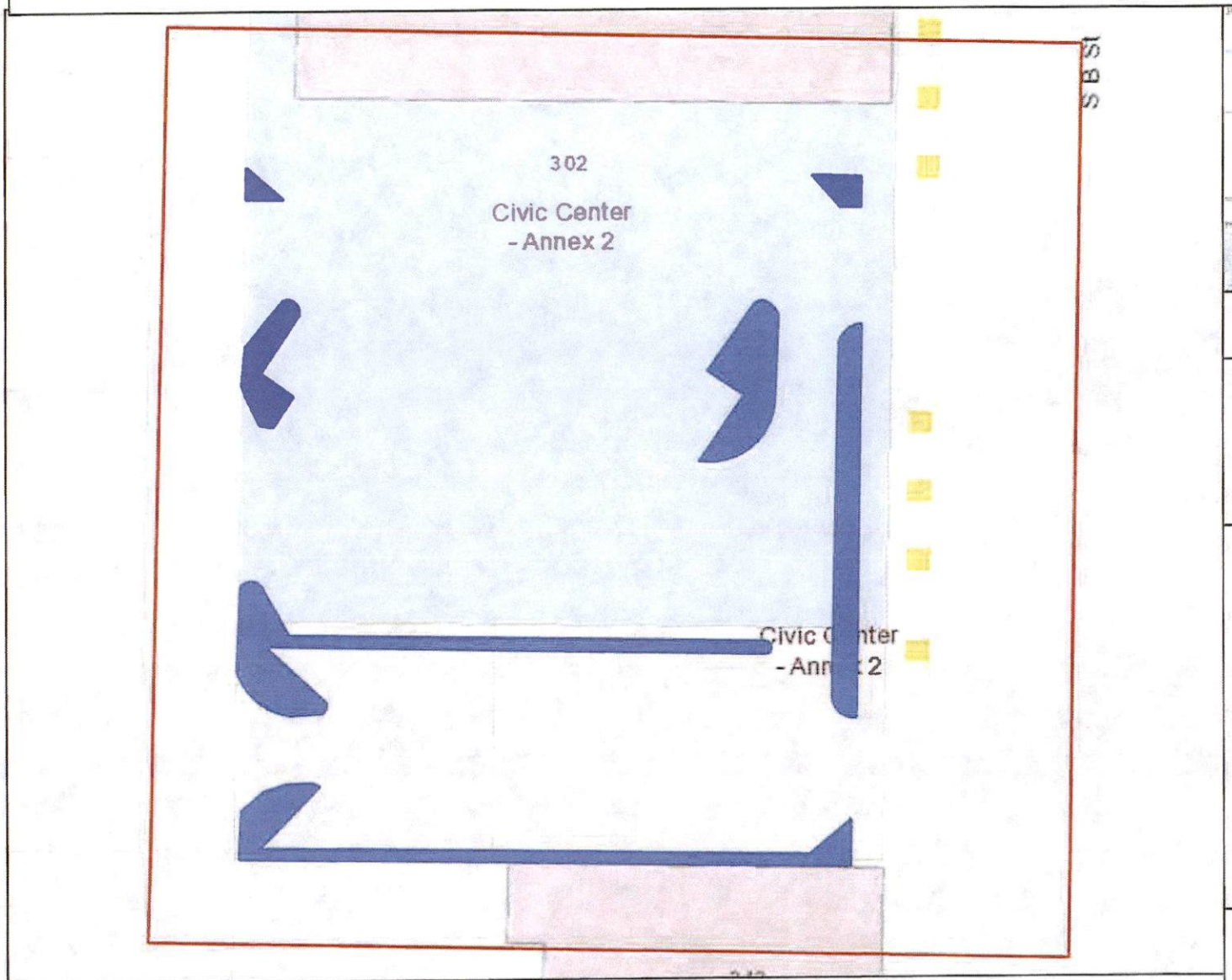
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

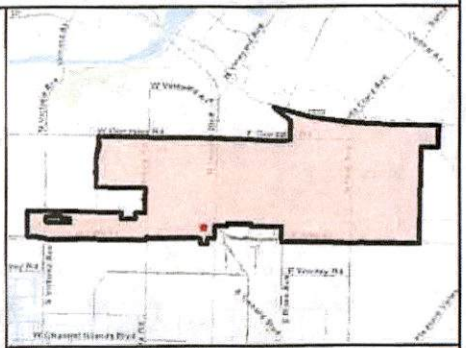
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 19 OF 22, CIVIC CENTER ADMINISTRATIVE BUILDING





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,953.89 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

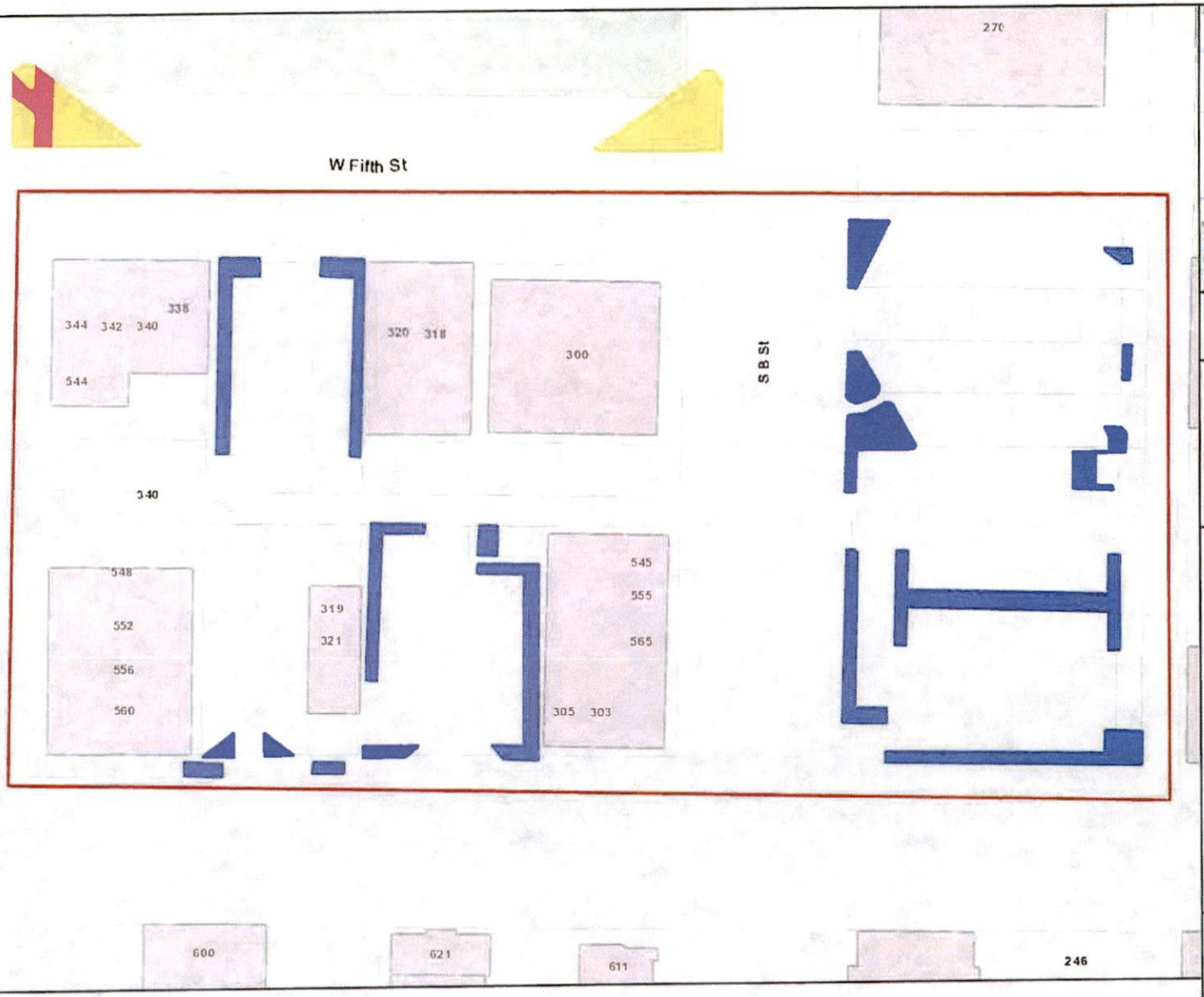
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

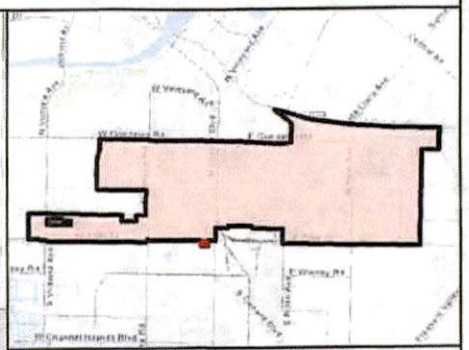
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 20 OF 22, DOWNTOWN





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,015.27 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

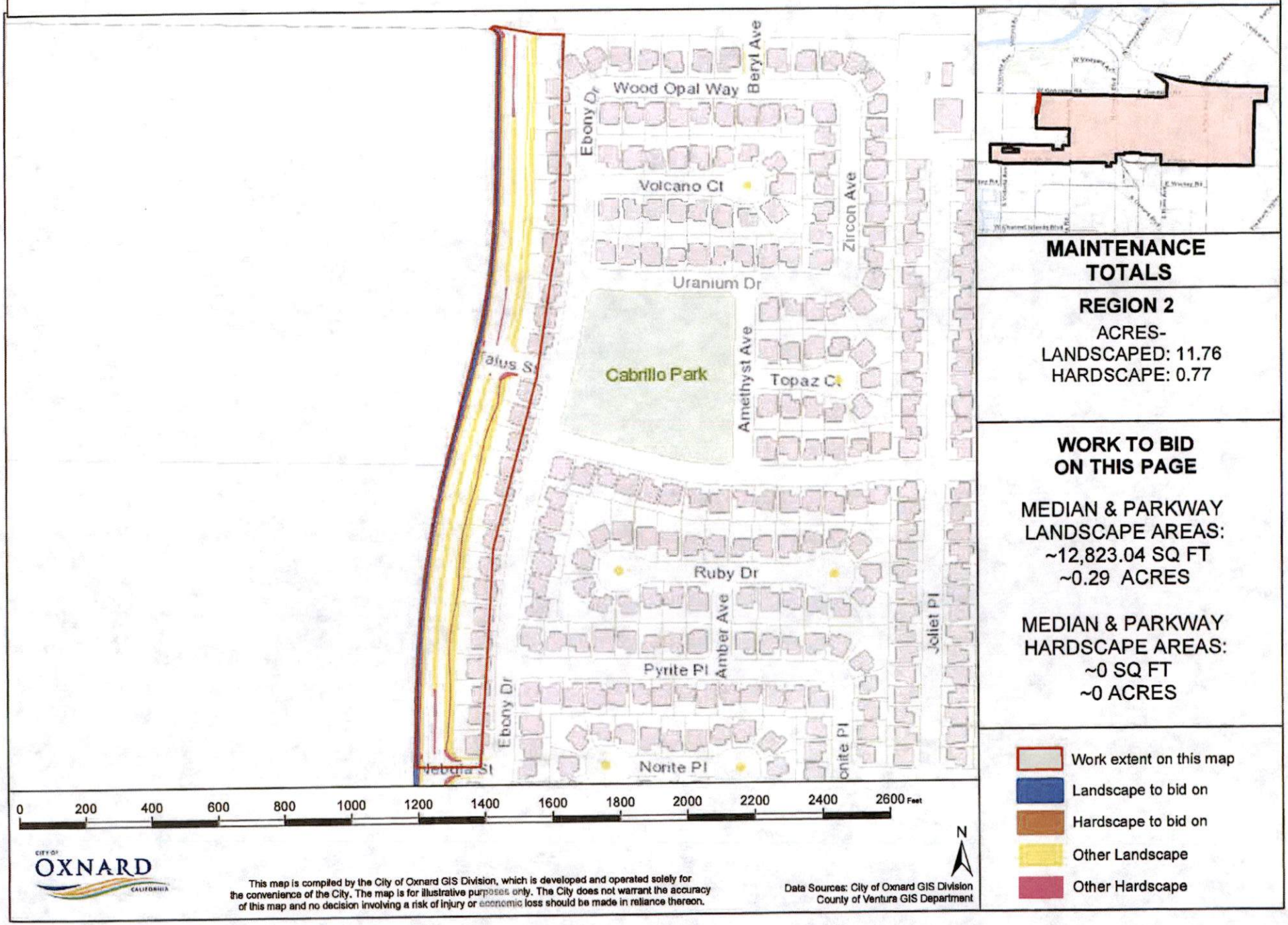
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 21 OF 22, PATTERSON RD 1



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,823.04 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

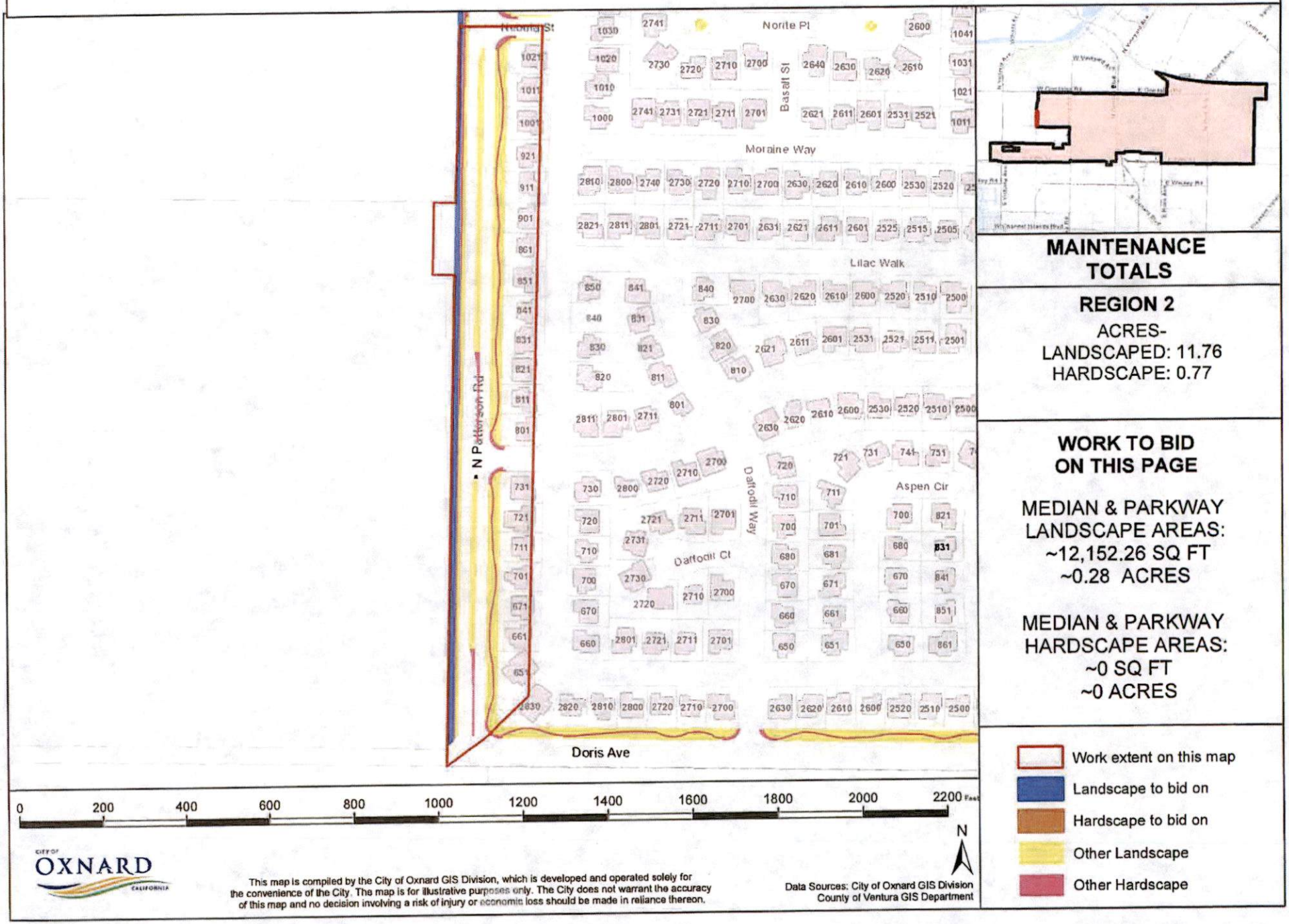
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 22 OF 22, PATTERSON RD 2



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,152.26 SQ FT
~0.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Garcia's Landscaping Maintenance, Inc

(3) Services: Monthly Landscaping Maintenance located in Median ways located within Region 3

(4) Schedule of Services: **Monthly Landscaping Maintenance located in Median ways located within Region** 3 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $2,000,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Tenley Garcia

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Garcia's Landscaping Maintenance, Inc
Attn: Tenley Garcia
2102 Hughes Drive
Oxnard, CA 93033

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Region 3 Detail Maps
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 M3(3)
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6-29-21
Date

☒ John C. Zaragoza, Mayor
☐ Alexander Nguyen, City Manager
☒ Daniel White, Purchasing Manager
☐ , Buyer

GARCIA'S LANDSCAPING MAINTENANCE, INC.

6-7-2021
Pablo Garcia, President[2] Date

6/7/2021
Tenley Garcia, Secretary Date

ATTEST:

6/29/21
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

6-9-21
Stephen M. Fischer, City Attorney (always required) Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

- Safety Data Sheet (SDS)
- Product Specimen Label
- Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance. Use of articulating flail mowers may be used upon prior approval of the Project Manager and an approved traffic plan.

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew assignments, specifying the areas which are to be serviced.

Work will not be performed adjacent to residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager prior to application. Vendor shall notify the Project Manager three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All medians and parkways shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager. The use of a skid sprayer or towable sprayer may be used upon prior approval of the Project Manager.

I. Weed Abatement

All weed abatement of vacant parcels not listed in the Scope of Work shall be negotiated separately from this Contract. Treatments of non-selective herbicide shall be performed at a minimum of one acre at the cost per acre as provided by the contractor within this Agreement.

J. Vertebrate Control

Any vertebrate problem is to be addressed monthly until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for approval.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. In areas of large monotypic connected shrubs, such as along certain railroad right-of-ways, equipment such as articulating flail mowers may be used upon prior approval of the Project Manager. Faded or dead flower heads or their stalks and plant leaves shall be removed on a monthly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager . Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager. Mowing shall occur once a month. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager.

M. Tree Maintenance

Tree pruning will be the responsibility of the City. Vendor will be responsible for the clearing and disposal of any limbs, branches, palm fronds, fruit clusters, and/or any other vegetation that collects at the base of trees and within the median and/or hardscape areas.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

Items beyond routine tasks, including but not limited to, mulch installation/ replacement, removal/replacement of existing plantings, landscape and/or hardscape replacement work performed by the Vendor shall be compensated by the City on a time and material basis. Work performed under this section shall only be completed with written authorization for the City's designated Project Manager.

It is the intent of the City to renovate the parkways and median through the removal of ornamental turf and reduction of plantings for water conservation.

P. Vandalism, Theft and Graffiti

All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage

All storm damage shall be the responsibility of the City.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties

Vendor shall be accountable for condition of work performed under this Contract.

V. Daily Work Tickets

Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in parkways and medians
7. Take extended breaks while at City facilities

Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Quantity

Not applicable.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

Invoicing

Each monthly invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 9:00 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

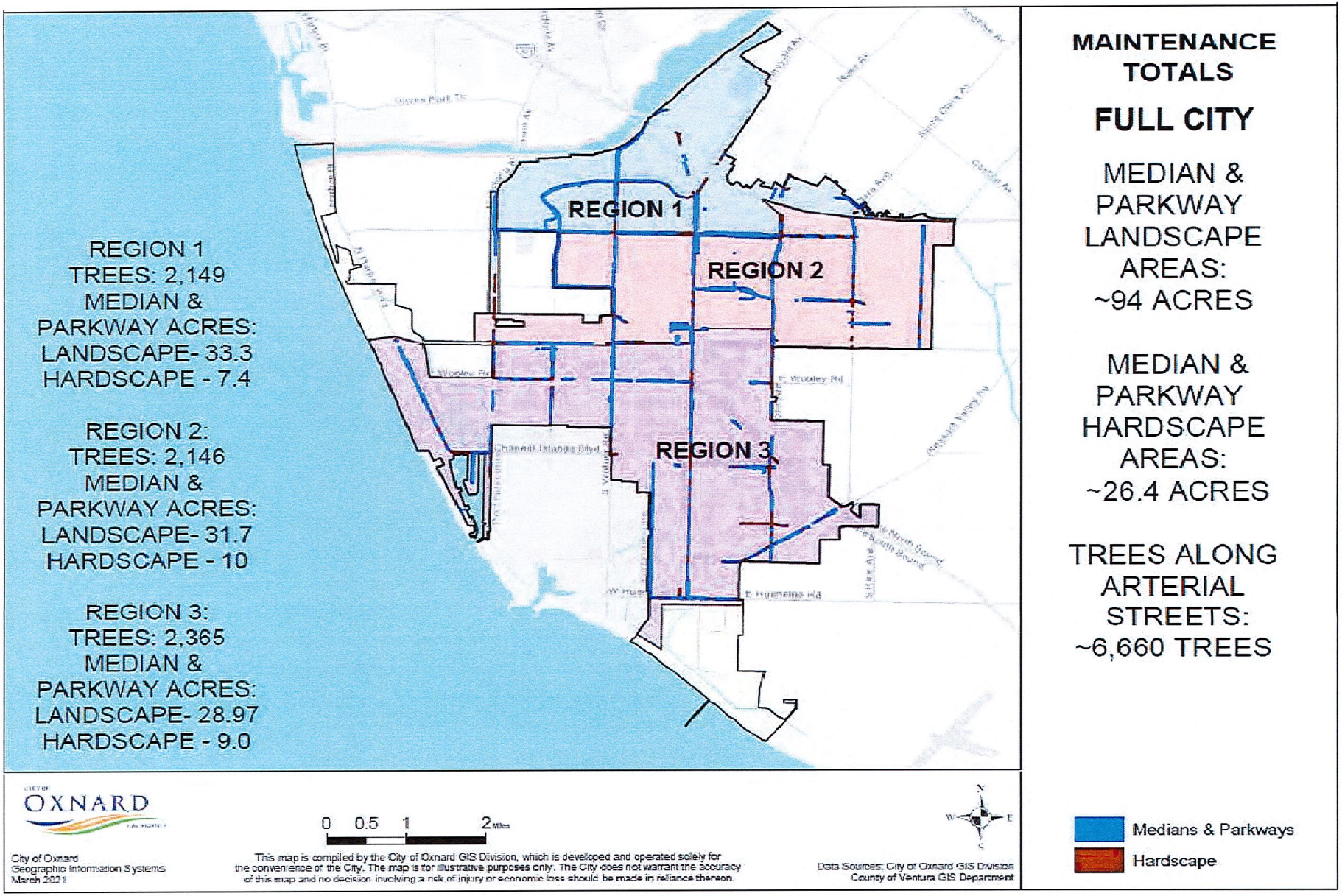
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

The Vendor shall provide monthly Landscape Maintenance Services within the City's Medians located in Region 3

	Monthly Cost
Region 3	**$51,000.00**
Non-Selective herbicide applicate	**$225/acre**
Hourly Rate for as-needed tasks	**$40.00/hour**
Material markup rate for as-needed tasks	**15%**


REGION 1
TREES: 2,149
MEDIAN & PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4
REGION 2:
TREES: 2,146
MEDIAN & PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10
REGION 3:
TREES: 2,365
MEDIAN & PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0
REGION 1
REGION 2
REGION 3
MAINTENANCE TOTALS
FULL CITY
MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES
TREES ALONG ARTERIAL STREETS: ~6,660 TREES
OXNARD
0 0.5 1 2 Miles
City of Oxnard
Geographic Information Systems
March 2021
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department
Medians & Parkways
Hardscape

INSURANCE EXHIBIT
Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim

administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY n) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:____
Address: _____
_____
Telephone: (___) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ **per accident, for bodily injury and property damage.**

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

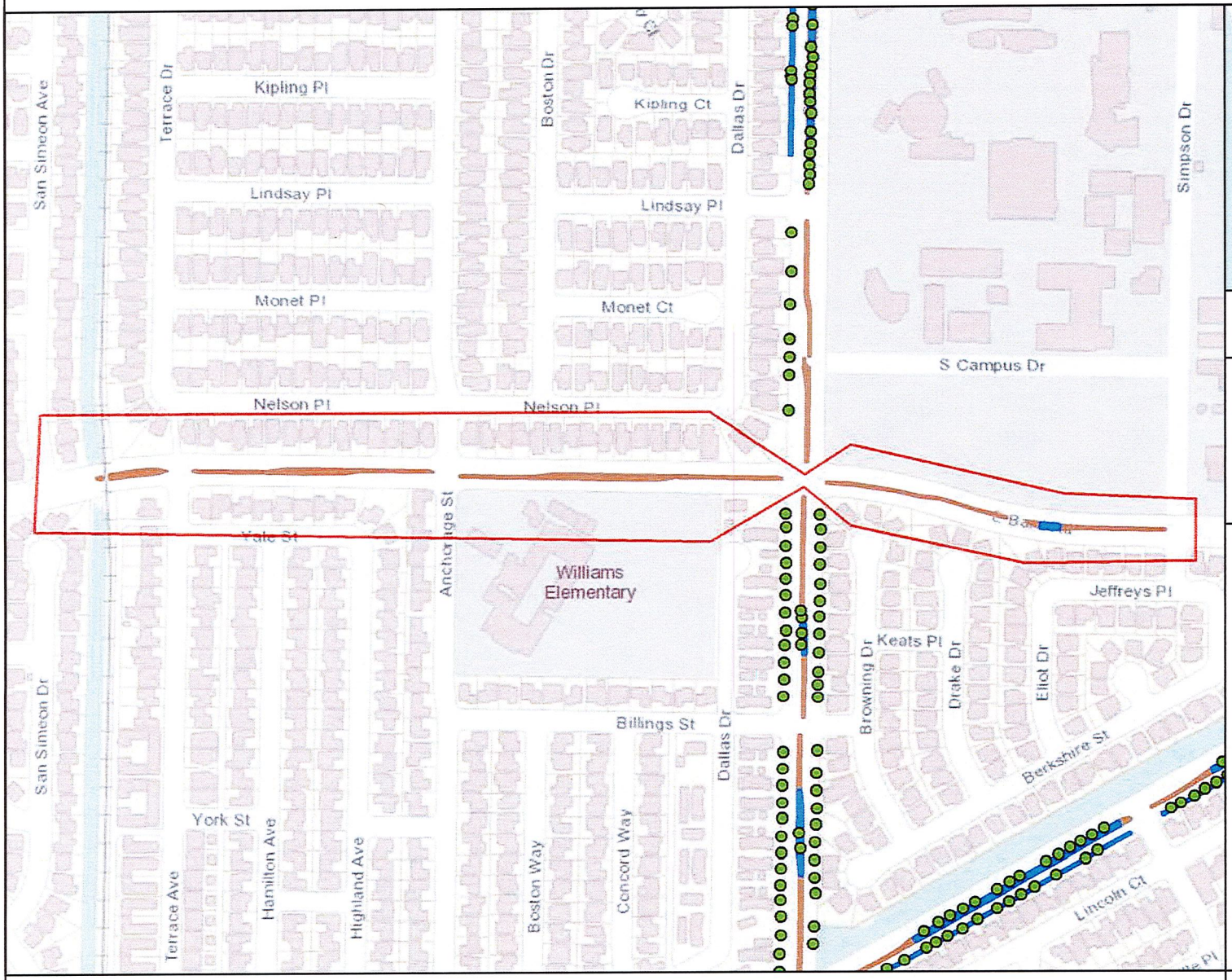
c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

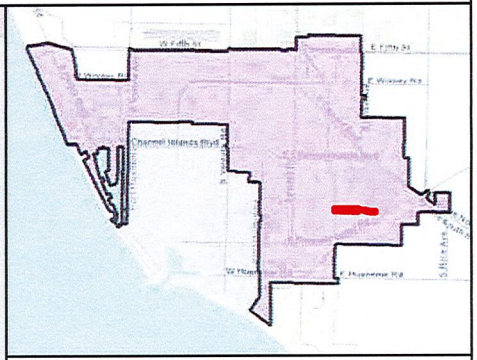
d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

REGION 3 WORK DETAIL: PAGE 1 OF 51, BARD RD





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~771 SQ FT
~0.02 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,161 SQ FT
~0.42 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

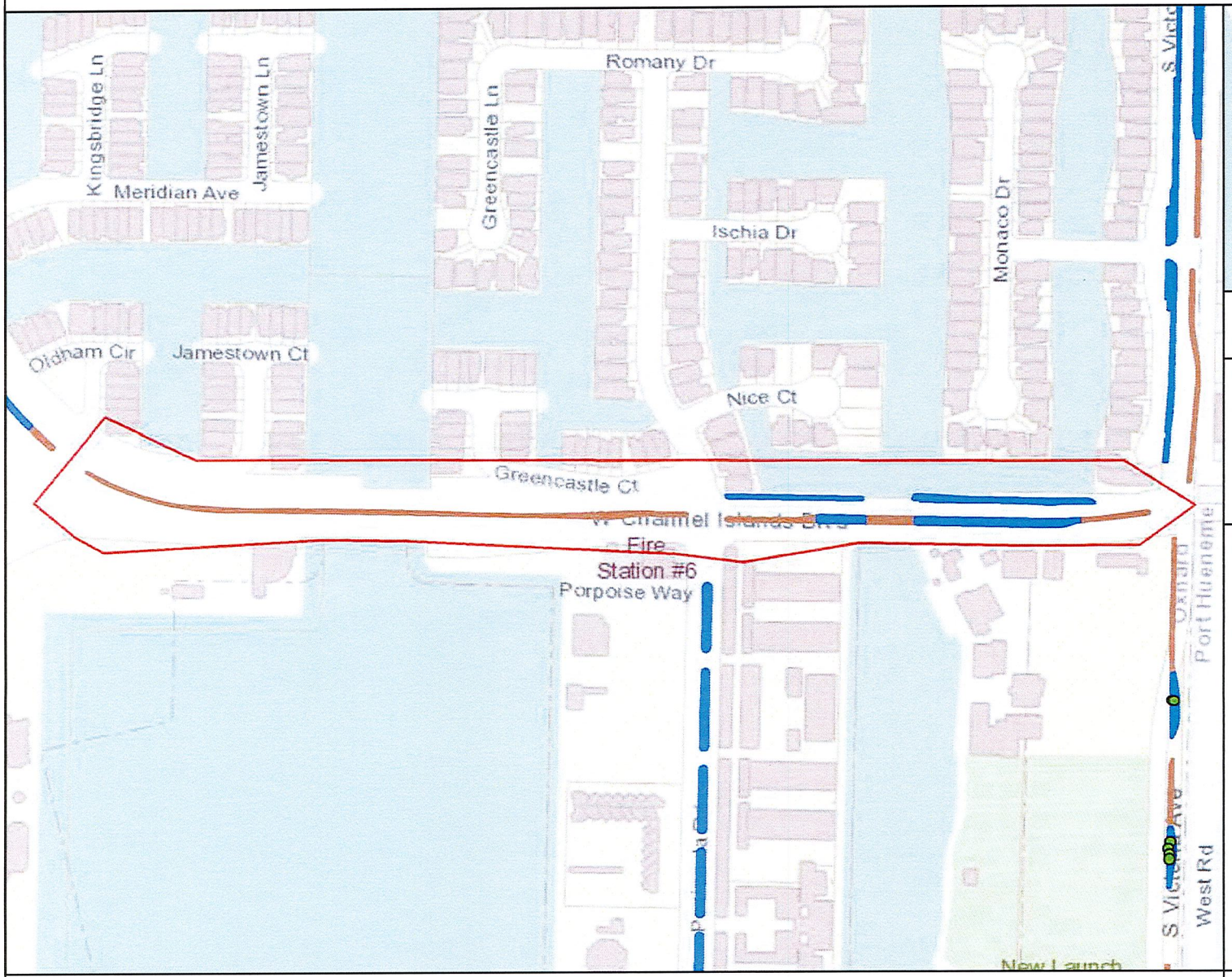
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

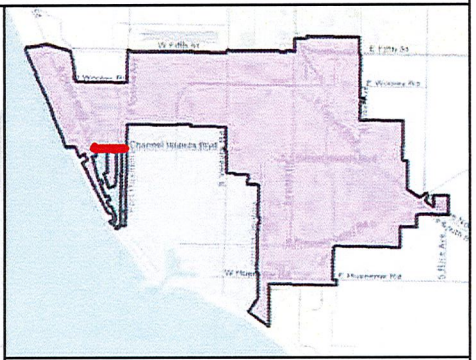
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 2 OF 51, CHANNEL ISLANDS 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,540 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,966 SQ FT
~0.27 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

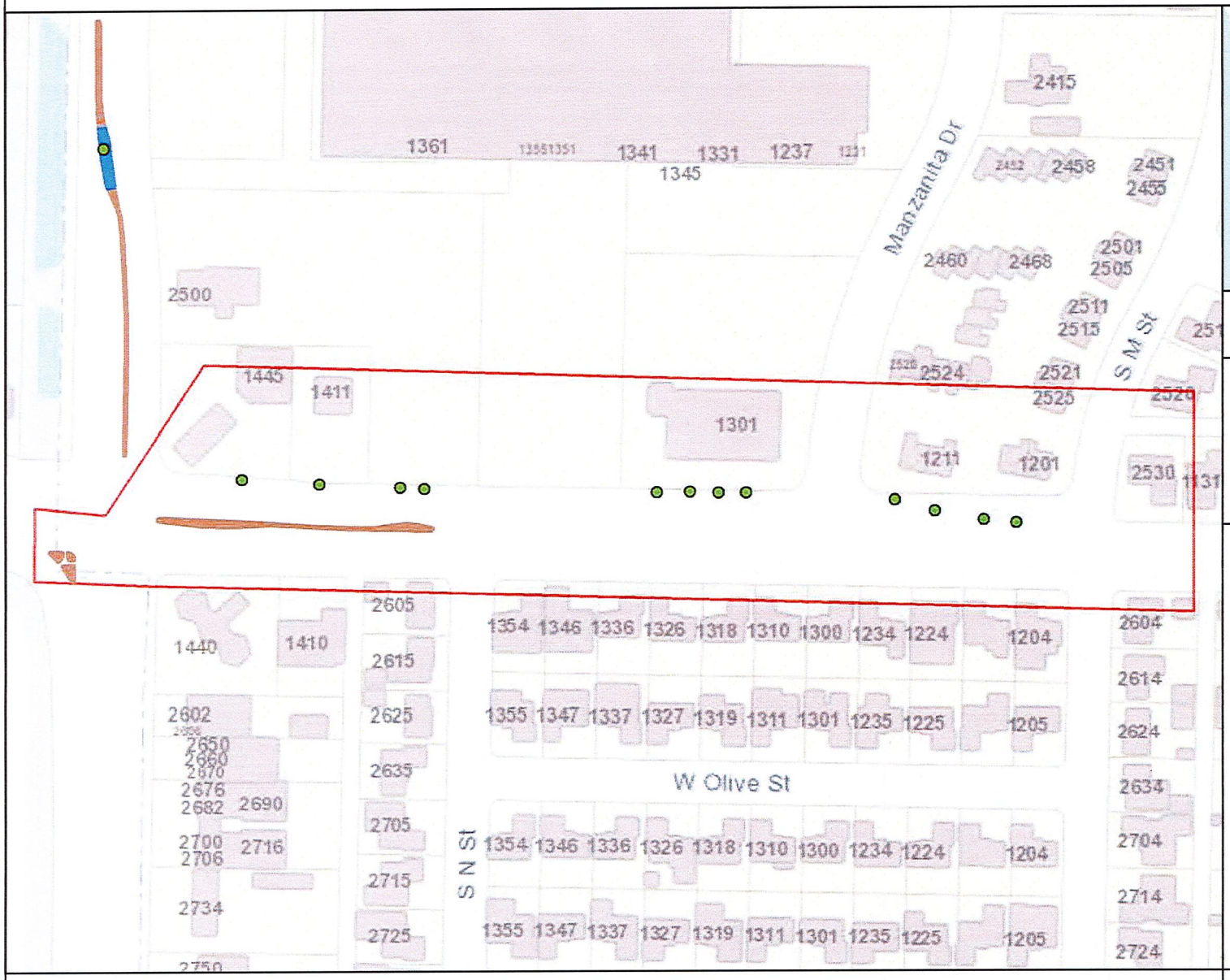
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

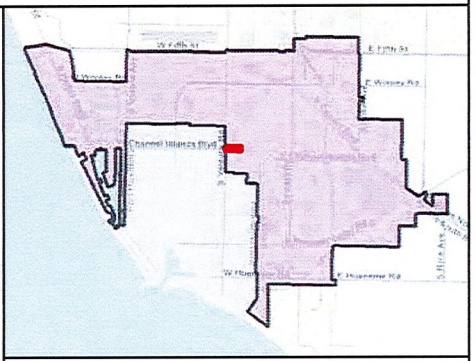
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 3 OF 51, CHANNEL ISLANDS 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,766 SQ FT
~0.04 ACRES

PROJECT TREES:
12 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

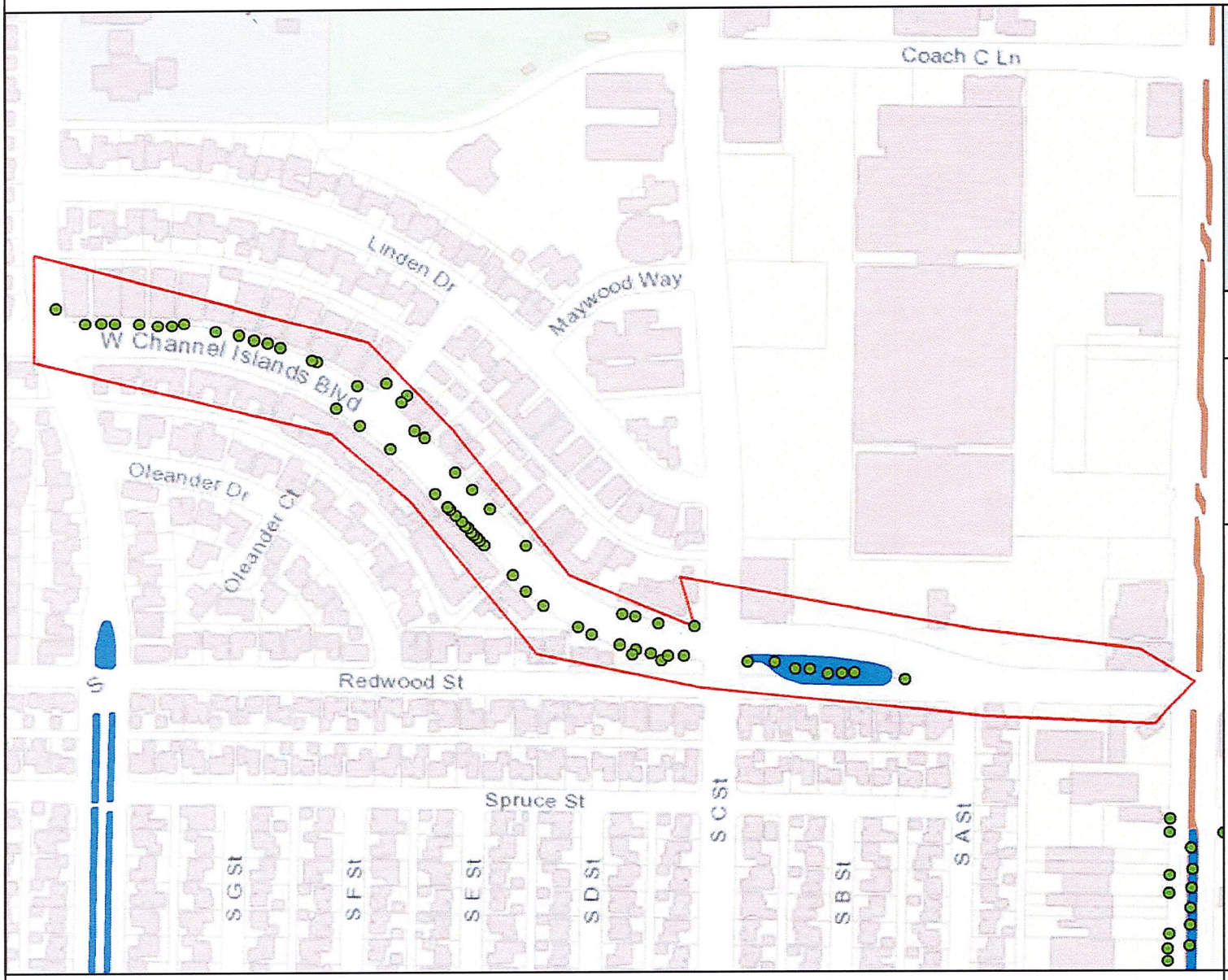
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

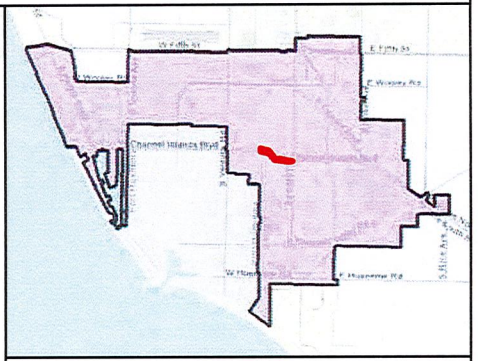
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 4 OF 51, CHANNEL ISLANDS 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,838 SQ FT
~0.32 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
64 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

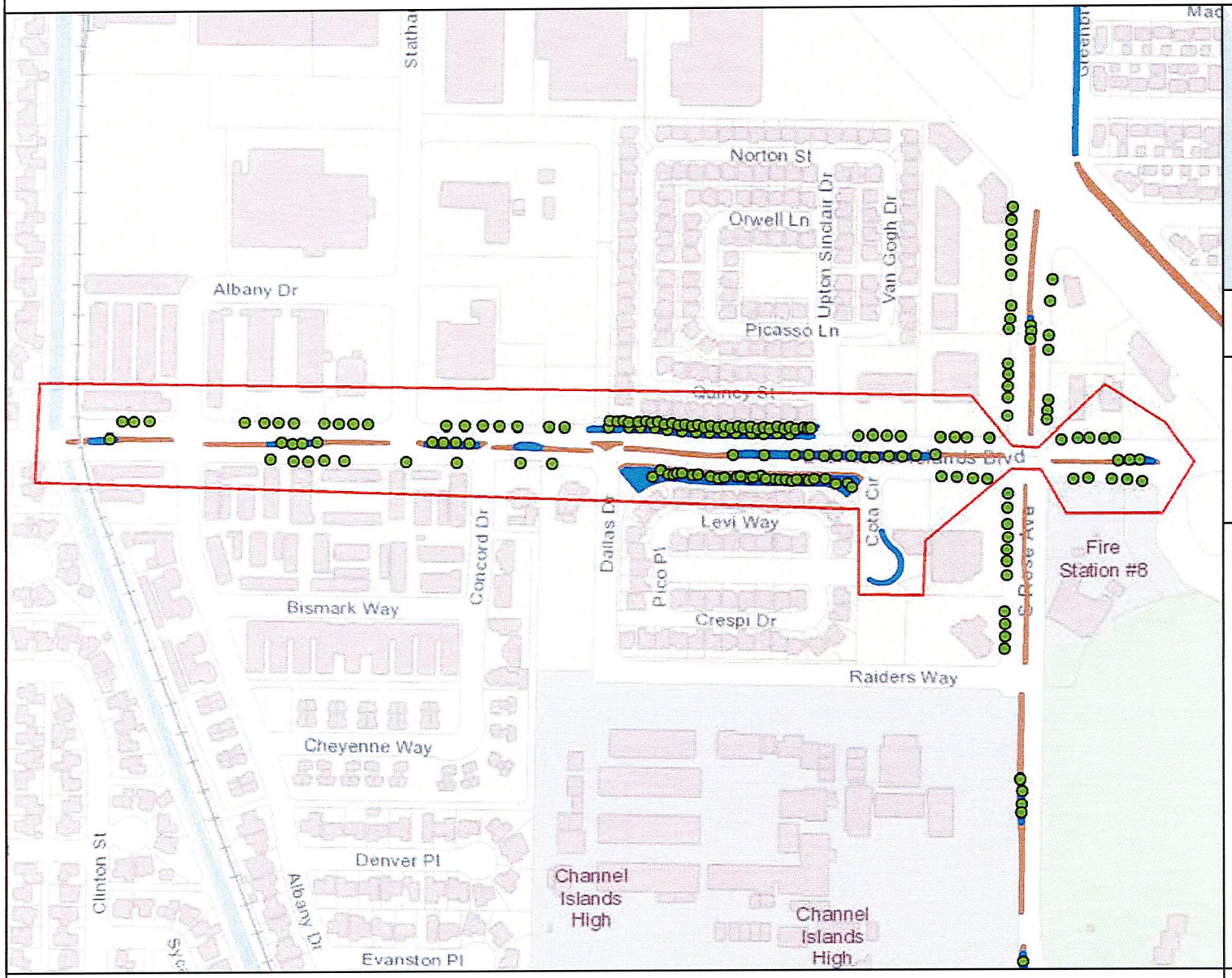
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

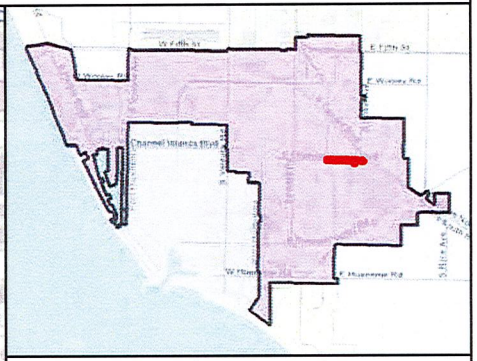
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 5 OF 51, CHANNEL ISLANDS 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~42,753 SQ FT
~0.98 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,776 SQ FT
~0.43 ACRES

PROJECT TREES:
149 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

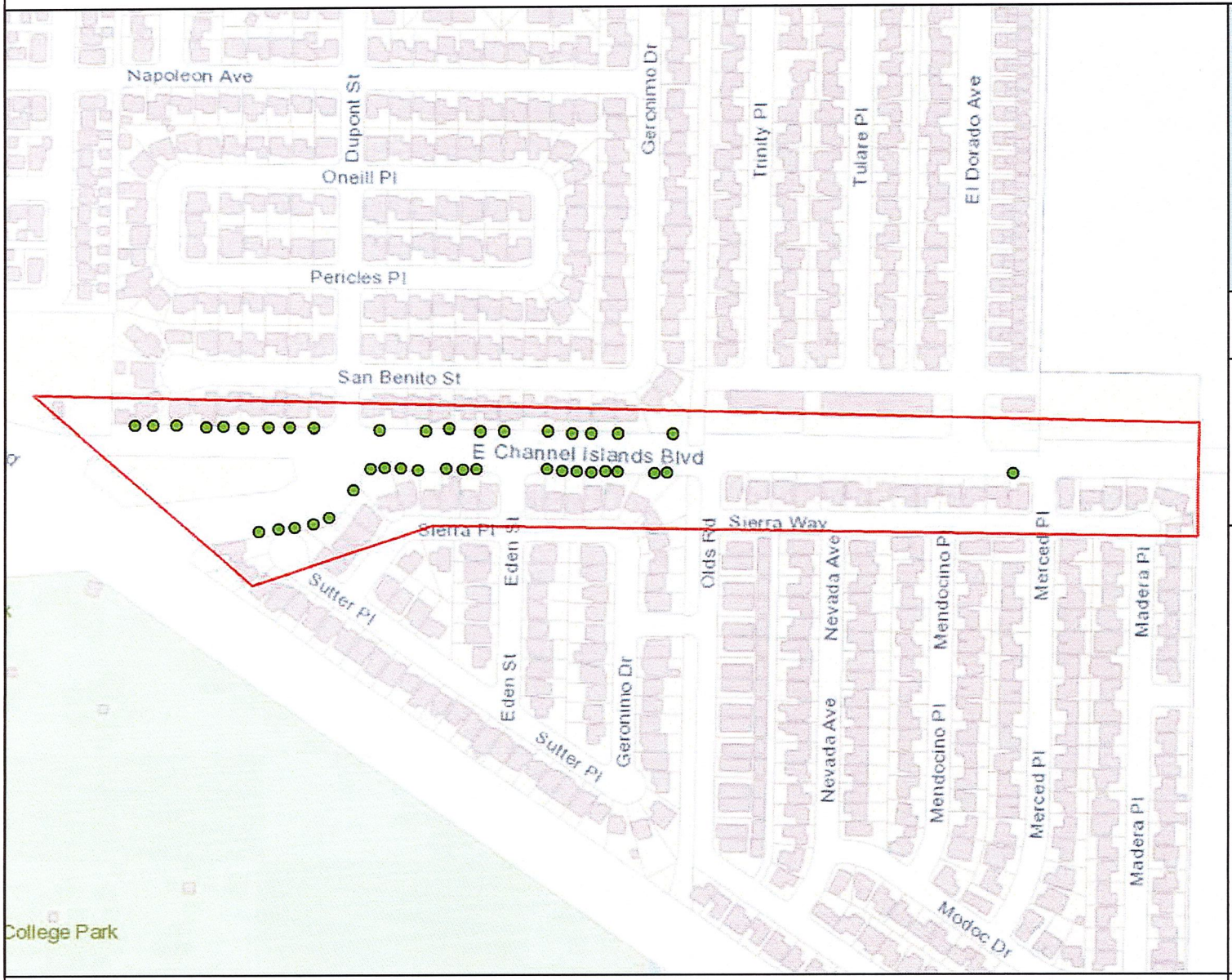
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

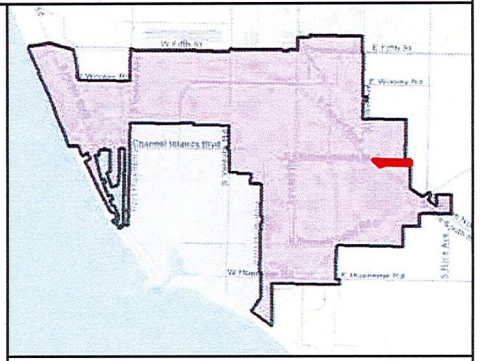
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 6 OF 51, CHANNELS ISLANDS 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
41 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

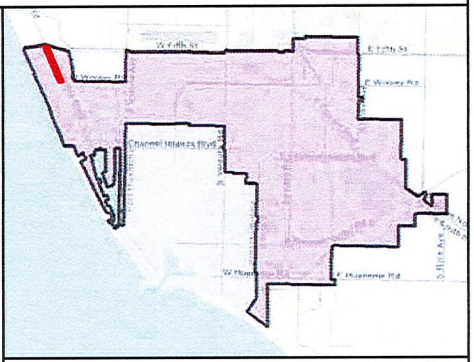
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 7 OF 51, HARBOR 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~66,260 SQ FT
~1.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,133 SQ FT
~0.09 ACRES

PROJECT TREES:
72 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

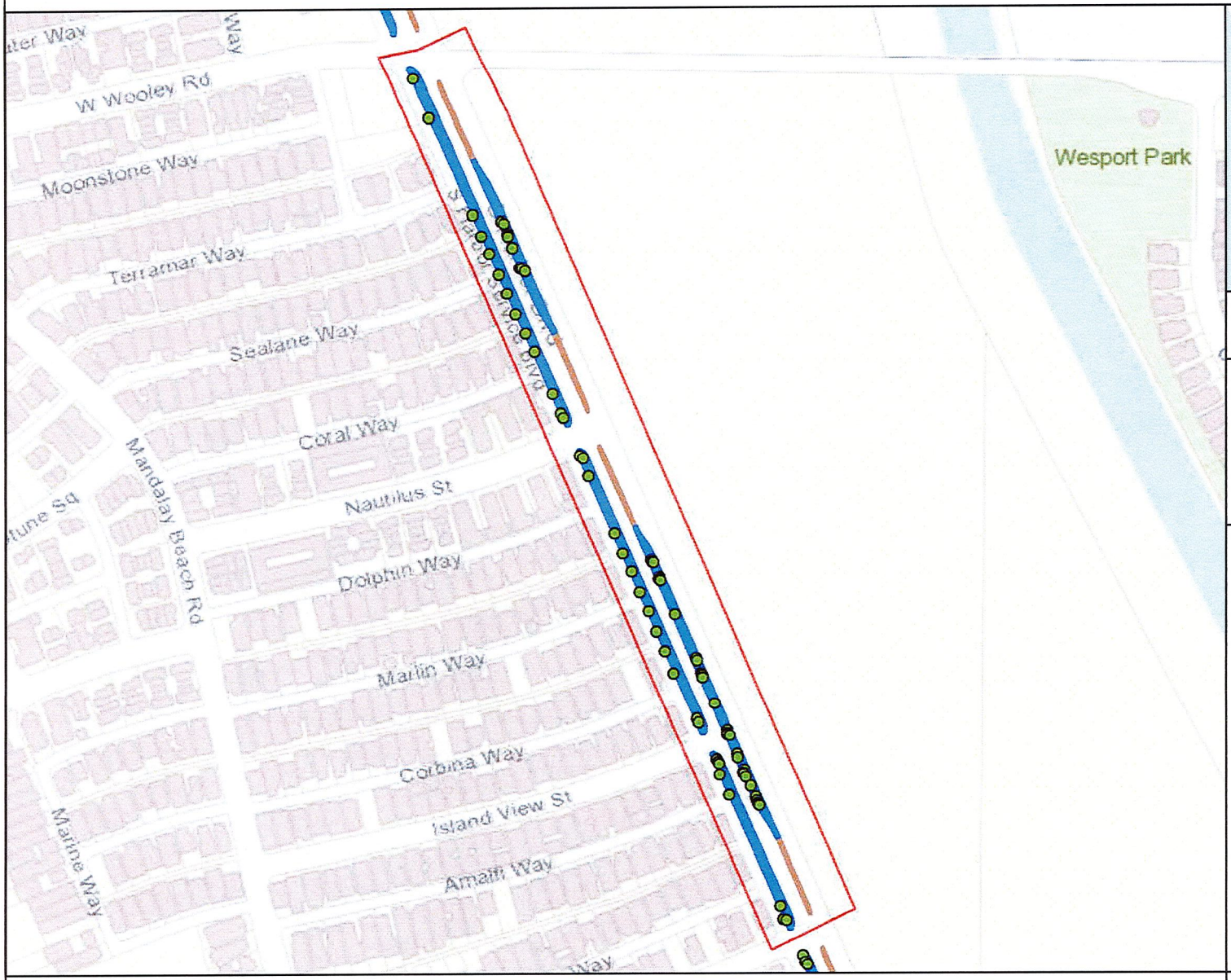
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

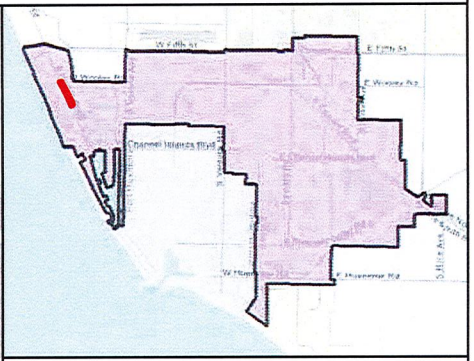
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 8 OF 51, HARBOR 2/ WOOLEY 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~52,336 SQ FT
~1.2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,671 SQ FT
~0.11 ACRES

PROJECT TREES:
72 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

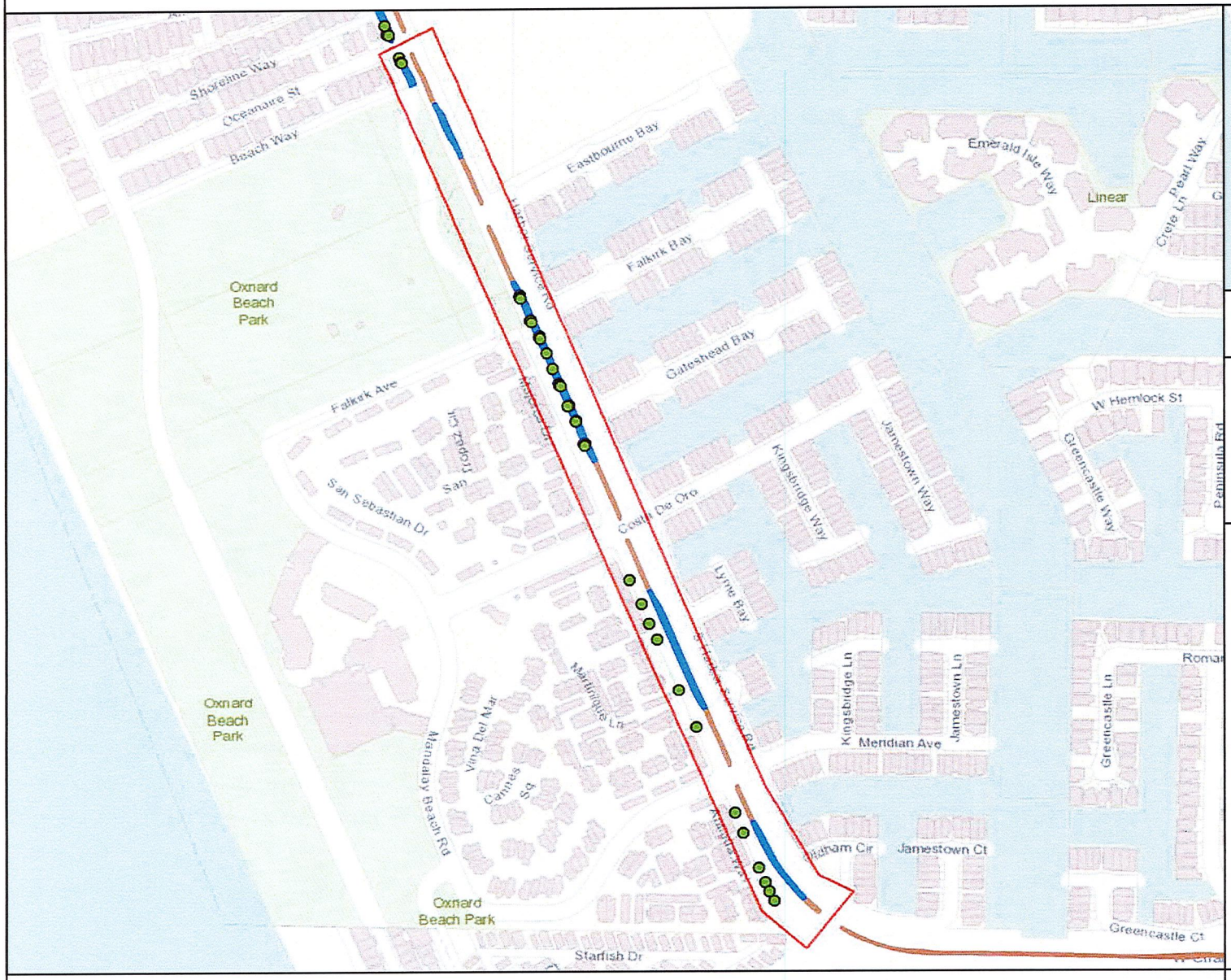
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

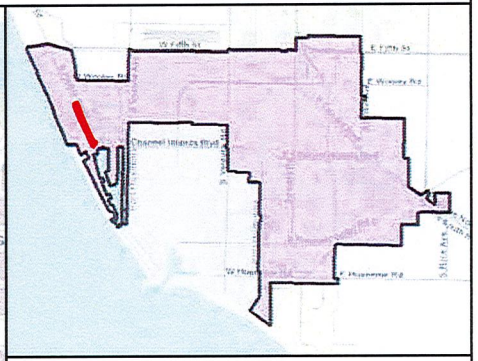
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 9 OF 51, HARBOR 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,452 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,158 SQ FT
~0.21 ACRES

PROJECT TREES:
37 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 1,600 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

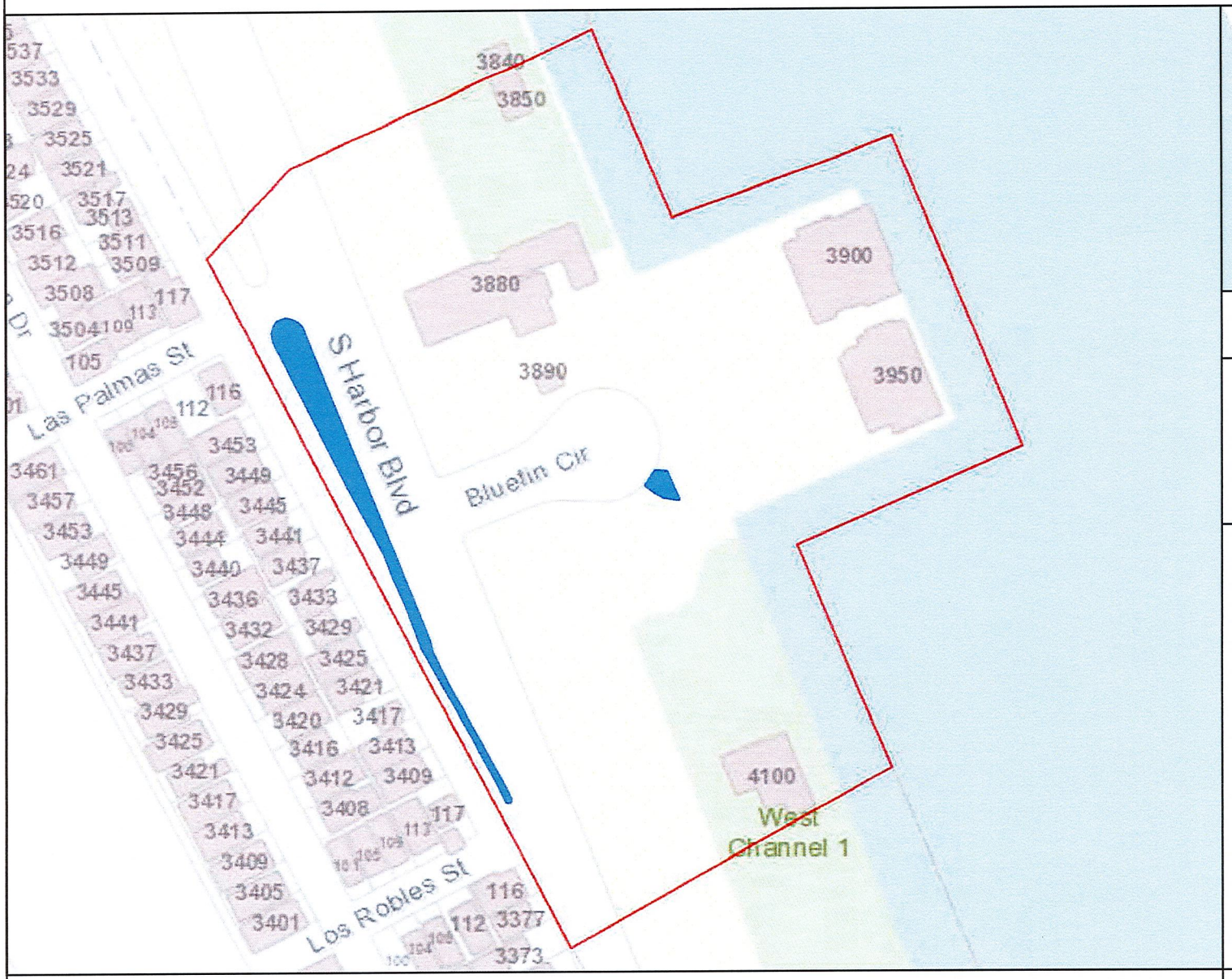
N W E S

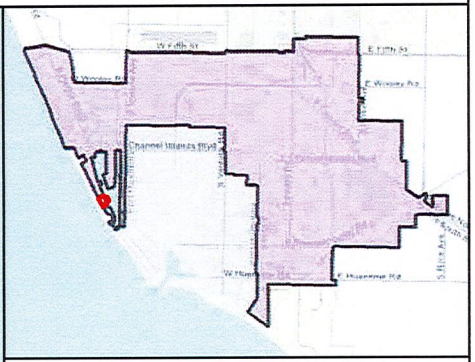
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

800

REGION 3 WORK DETAIL: PAGE 10 OF 51, HARBOR 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,838 SQ FT
~0.18 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

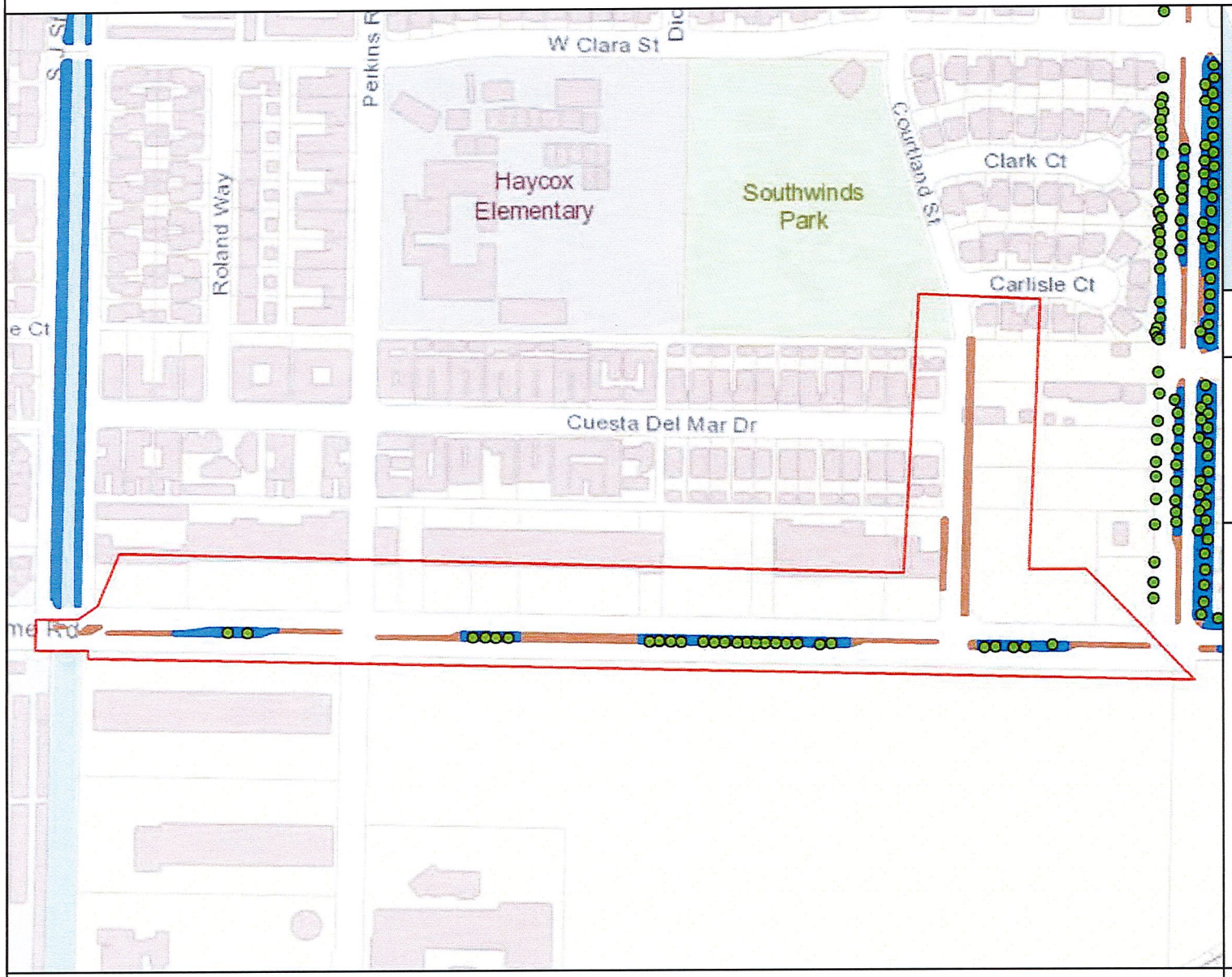
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

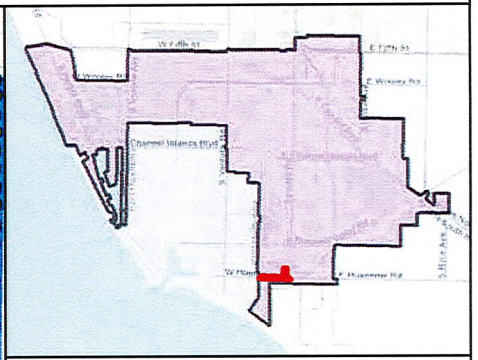
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 11 OF 51, HUENEME RD 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,295 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,193 SQ FT
~0.42 ACRES

PROJECT TREES:
27 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

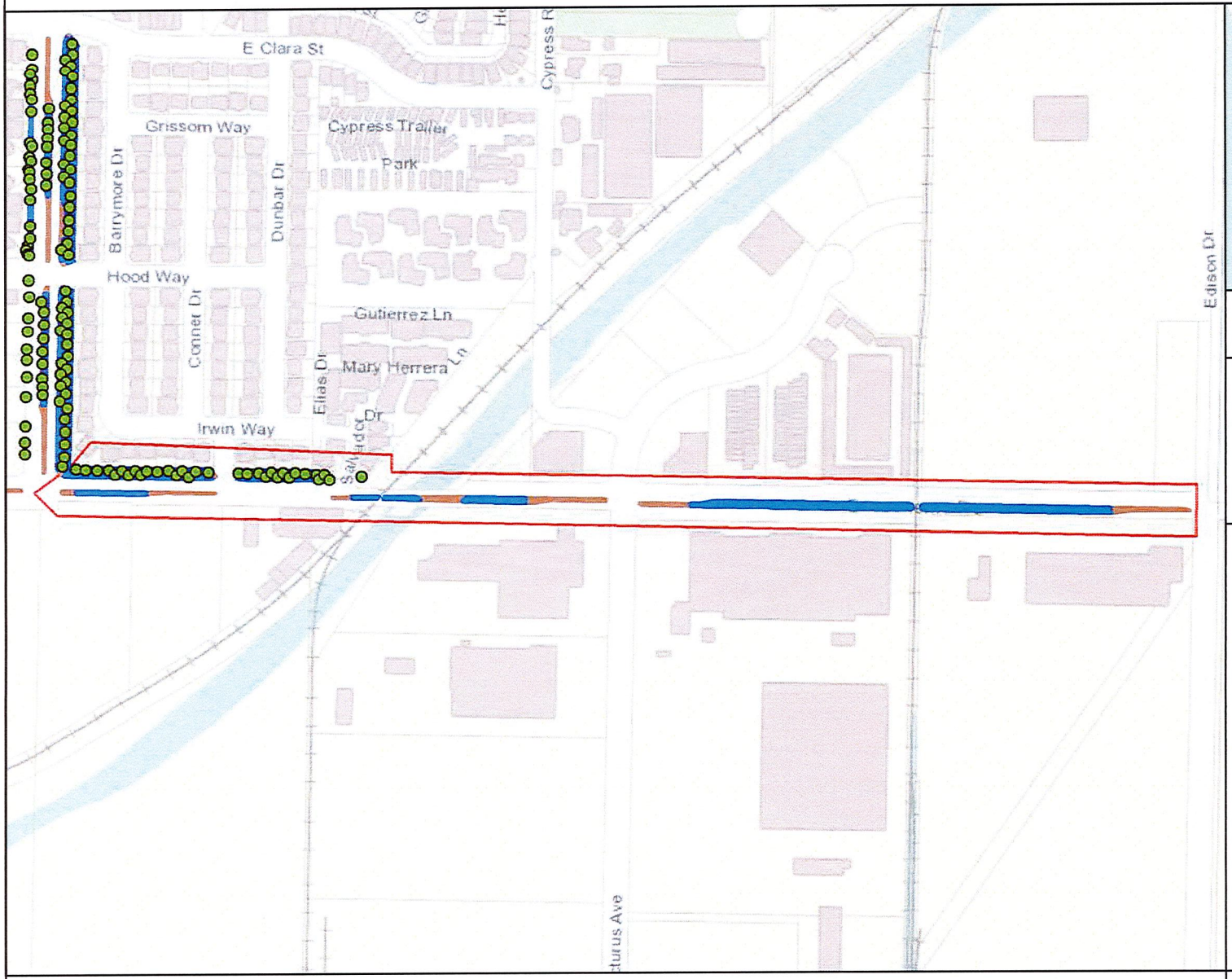
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

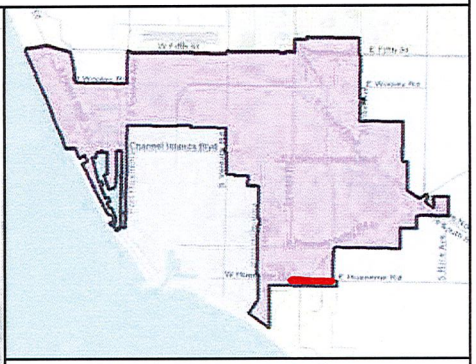
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 12 OF 51, HUENEME RD 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,760 SQ FT
~0.94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,849 SQ FT
~0.27 ACRES

PROJECT TREES:
32 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

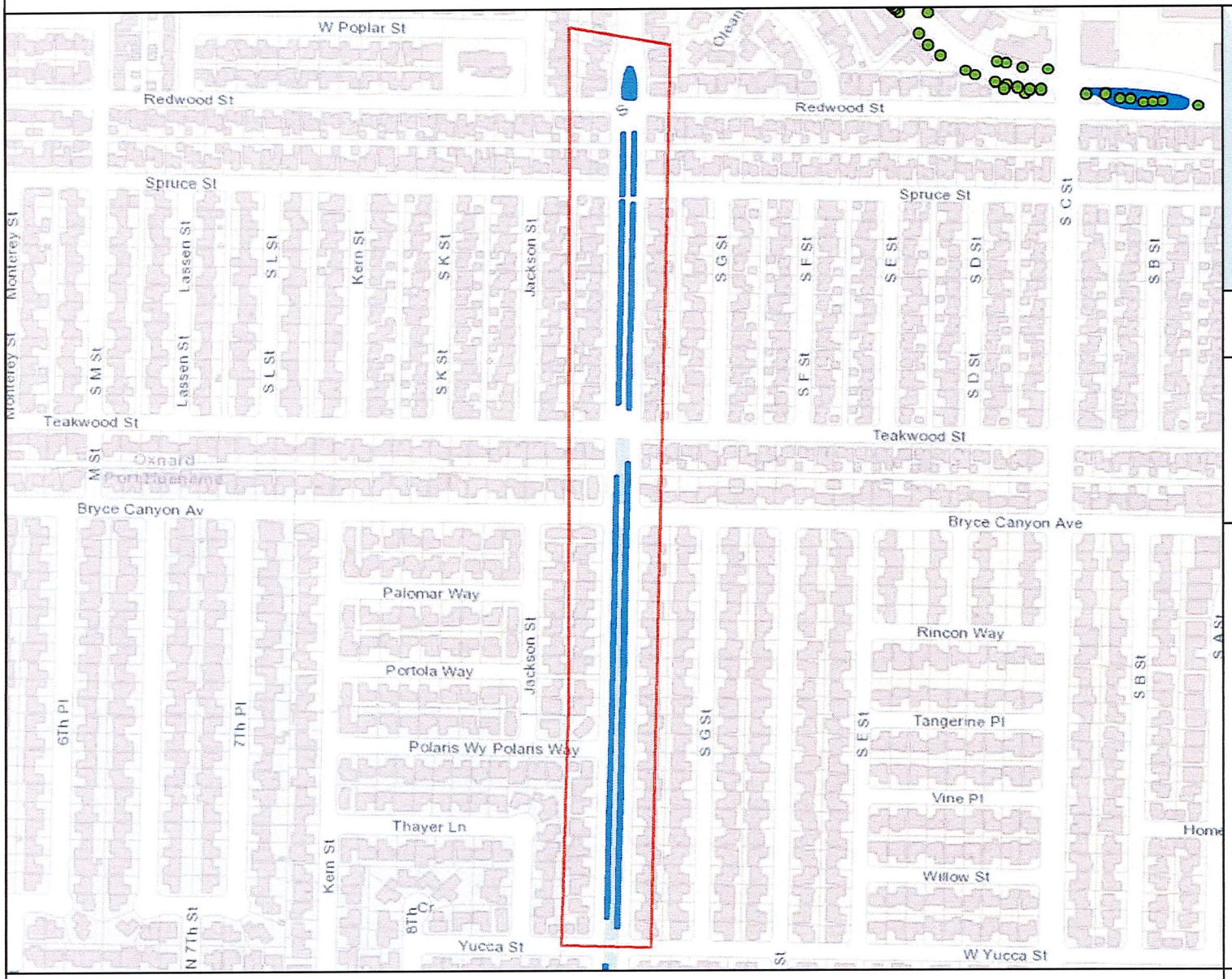
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

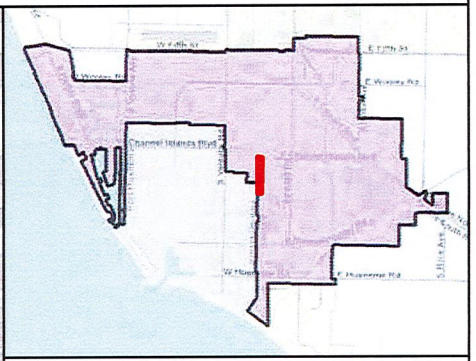
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 13 OF 51, J ST 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~35,036 SQ FT
~0.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

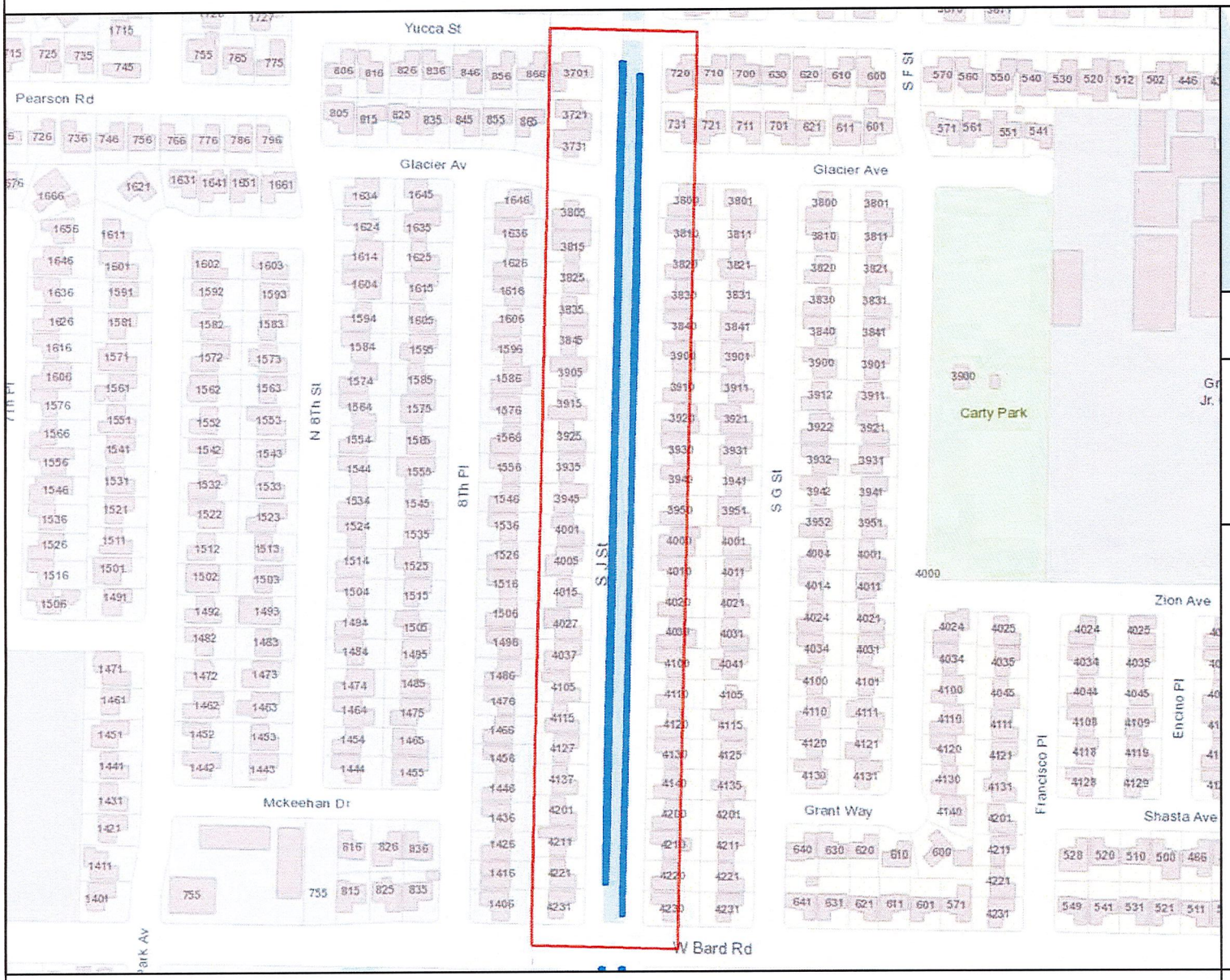
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

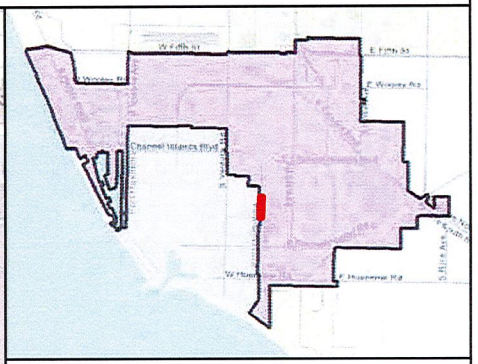
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 14 OF 51, J ST 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~21,887 SQ FT
~0.5 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

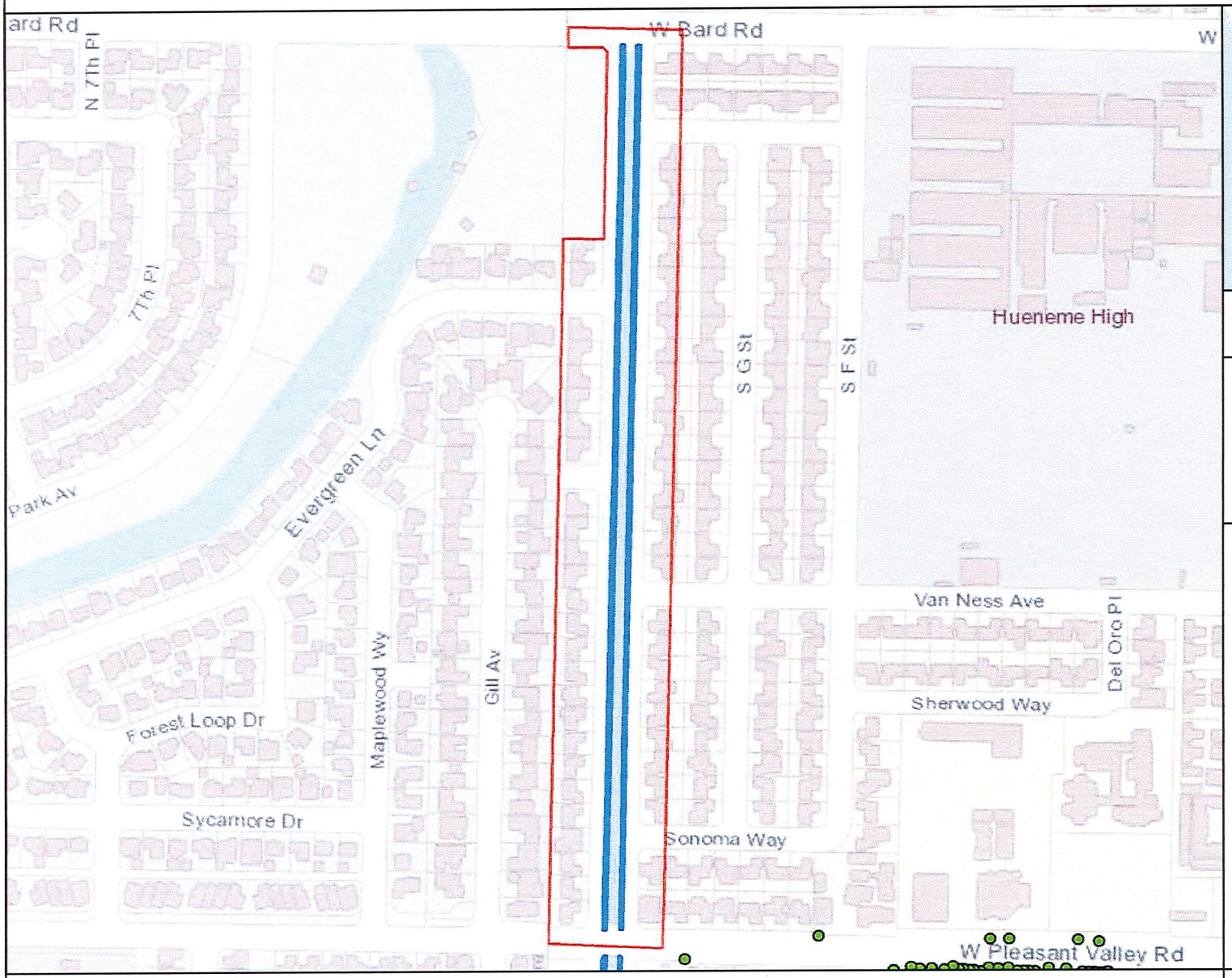
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

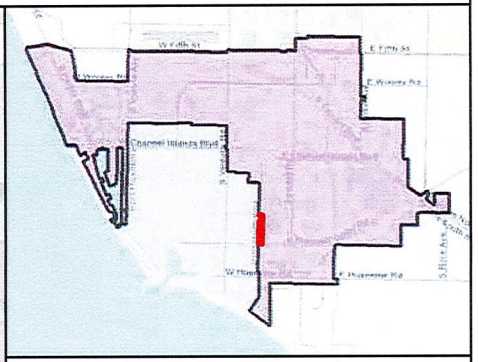
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 15 OF 51, J ST 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,259 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

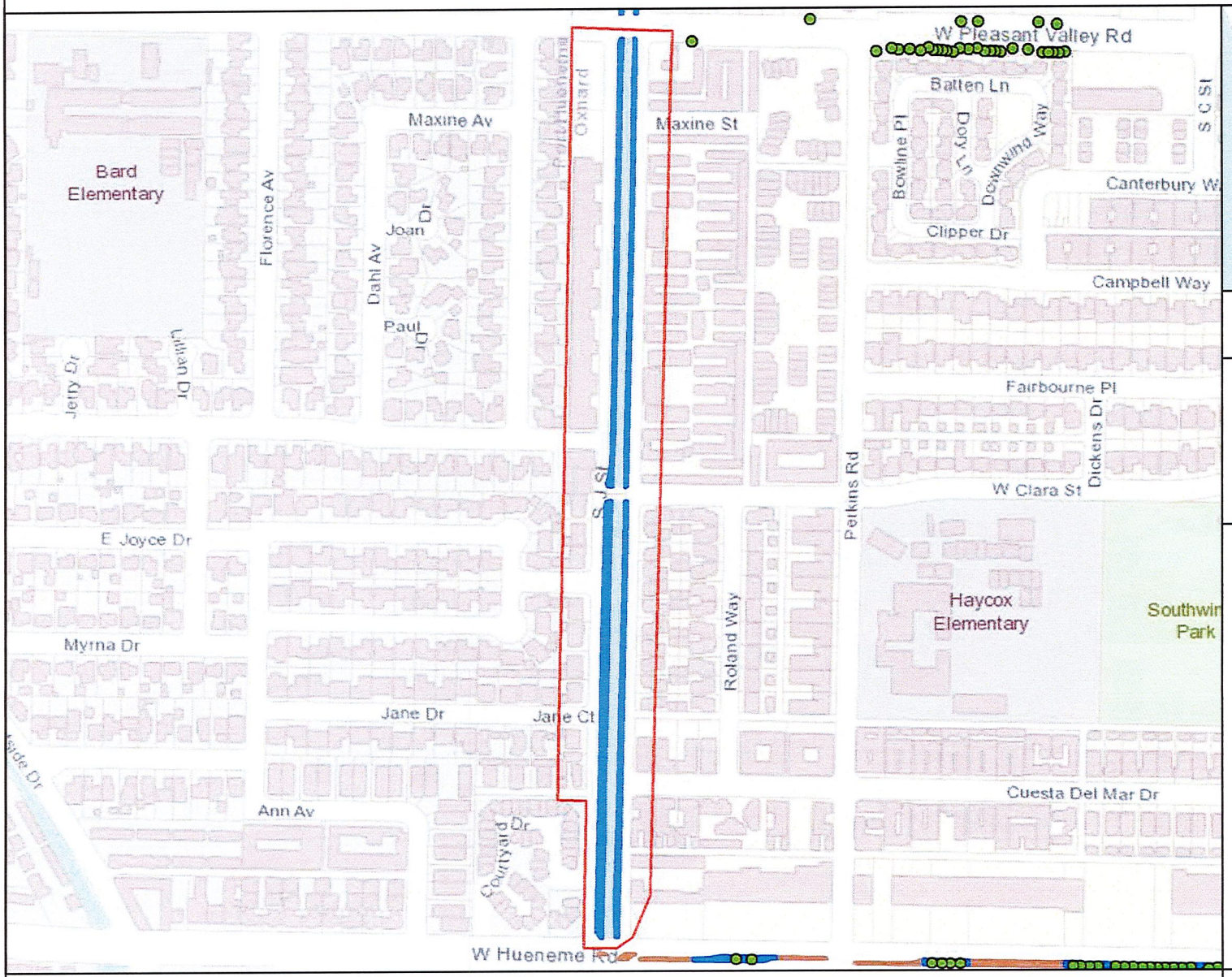
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

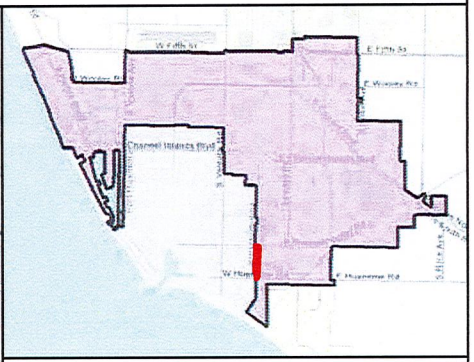
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 16 OF 51, J ST 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~50,190 SQ FT
~1.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

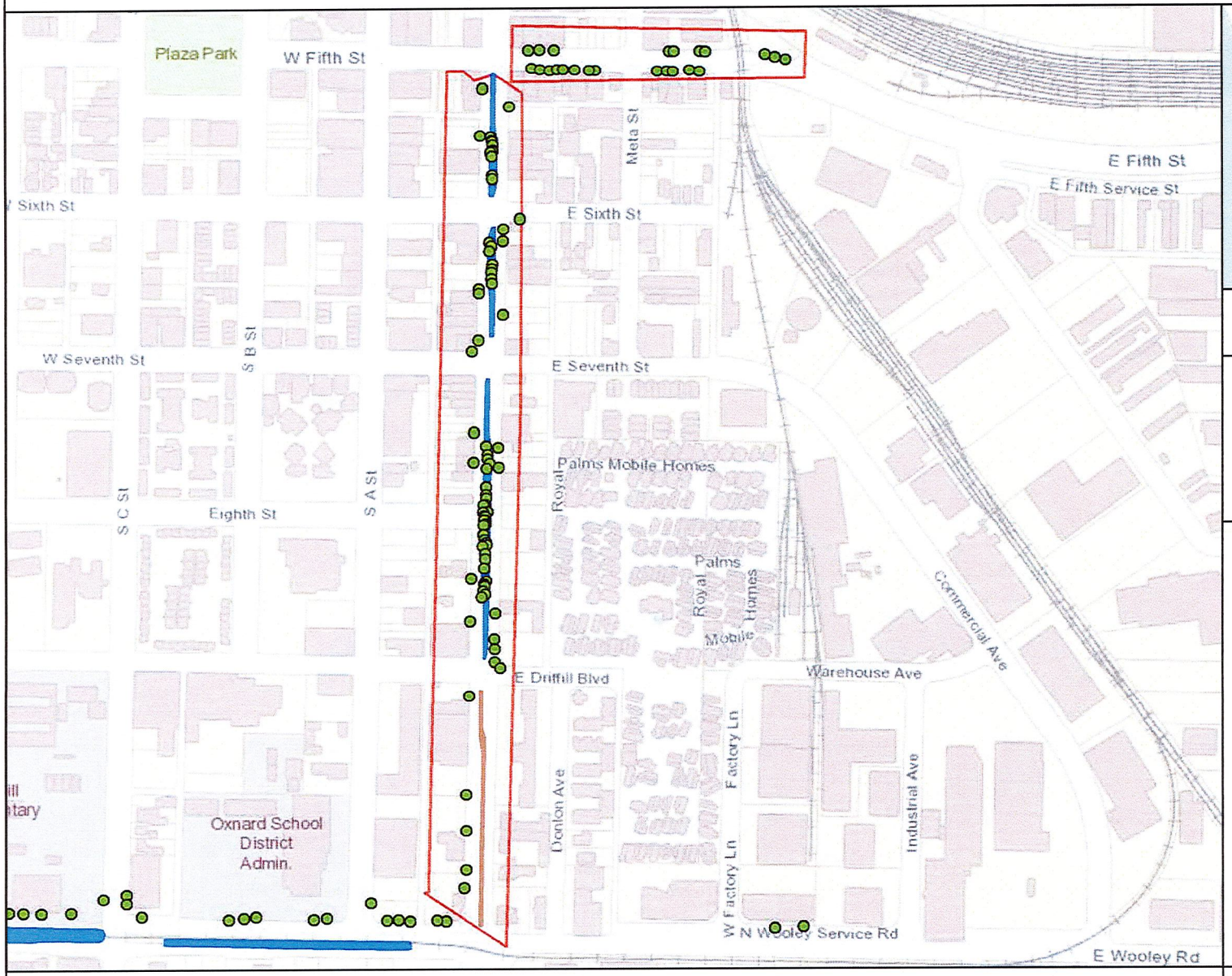
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

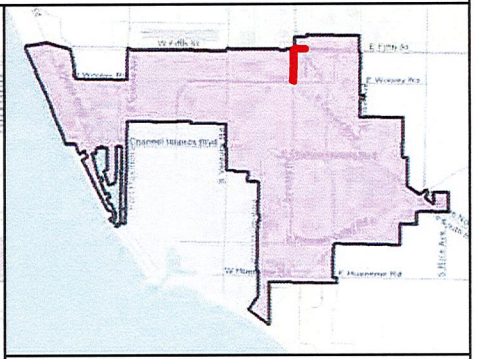
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 17 OF 51, OXNARD BL 1/ FIFTH 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~17,148 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,901 SQ FT
~0.04 ACRES

PROJECT TREES:
100 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

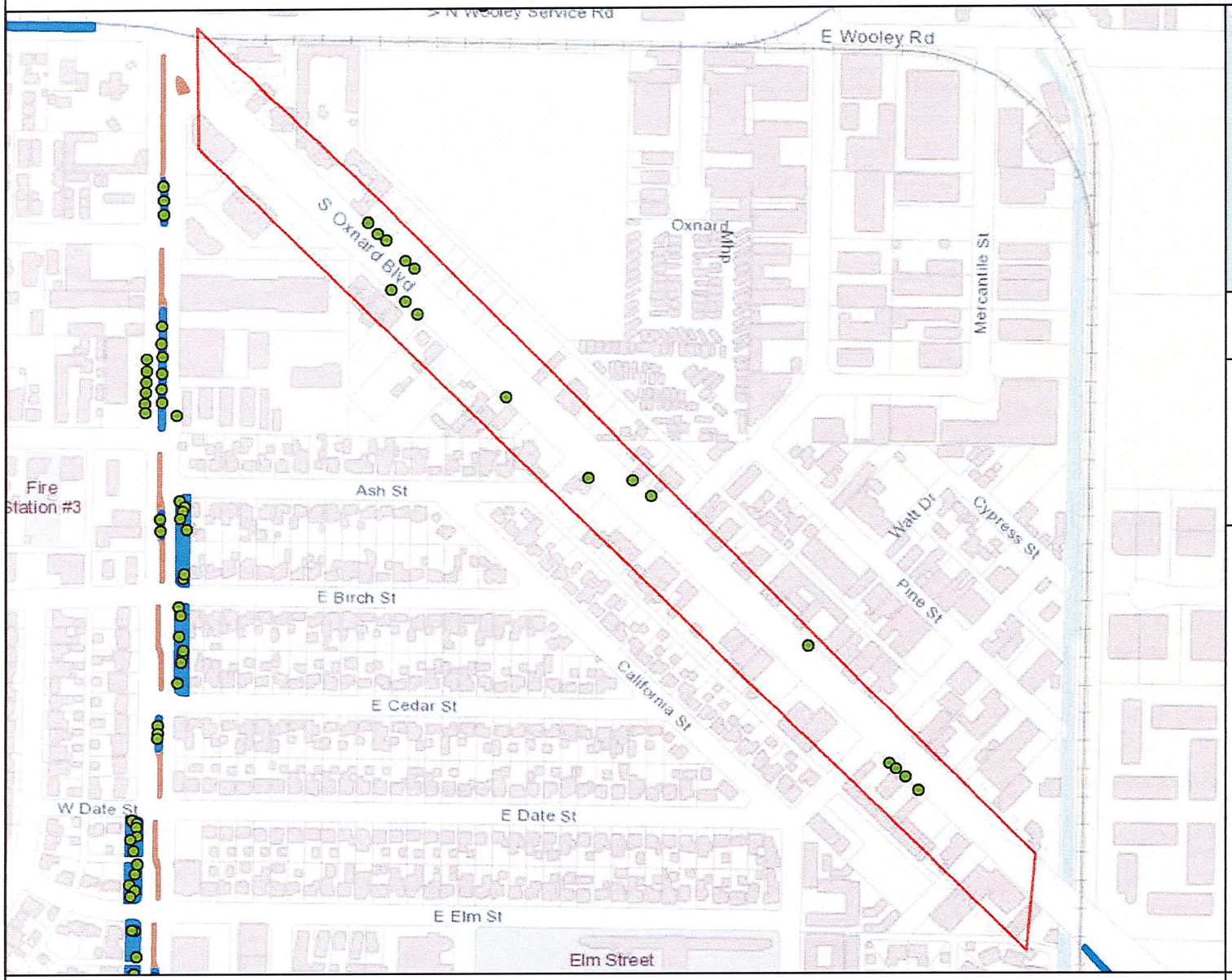
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

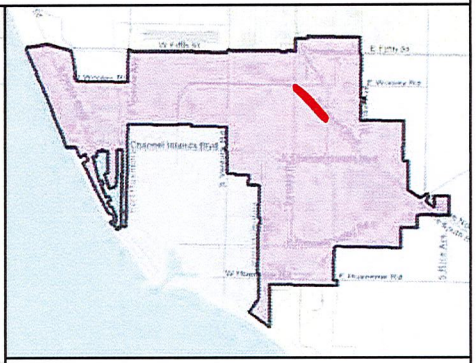
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 18 OF 51, OXNARD BL 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
17 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

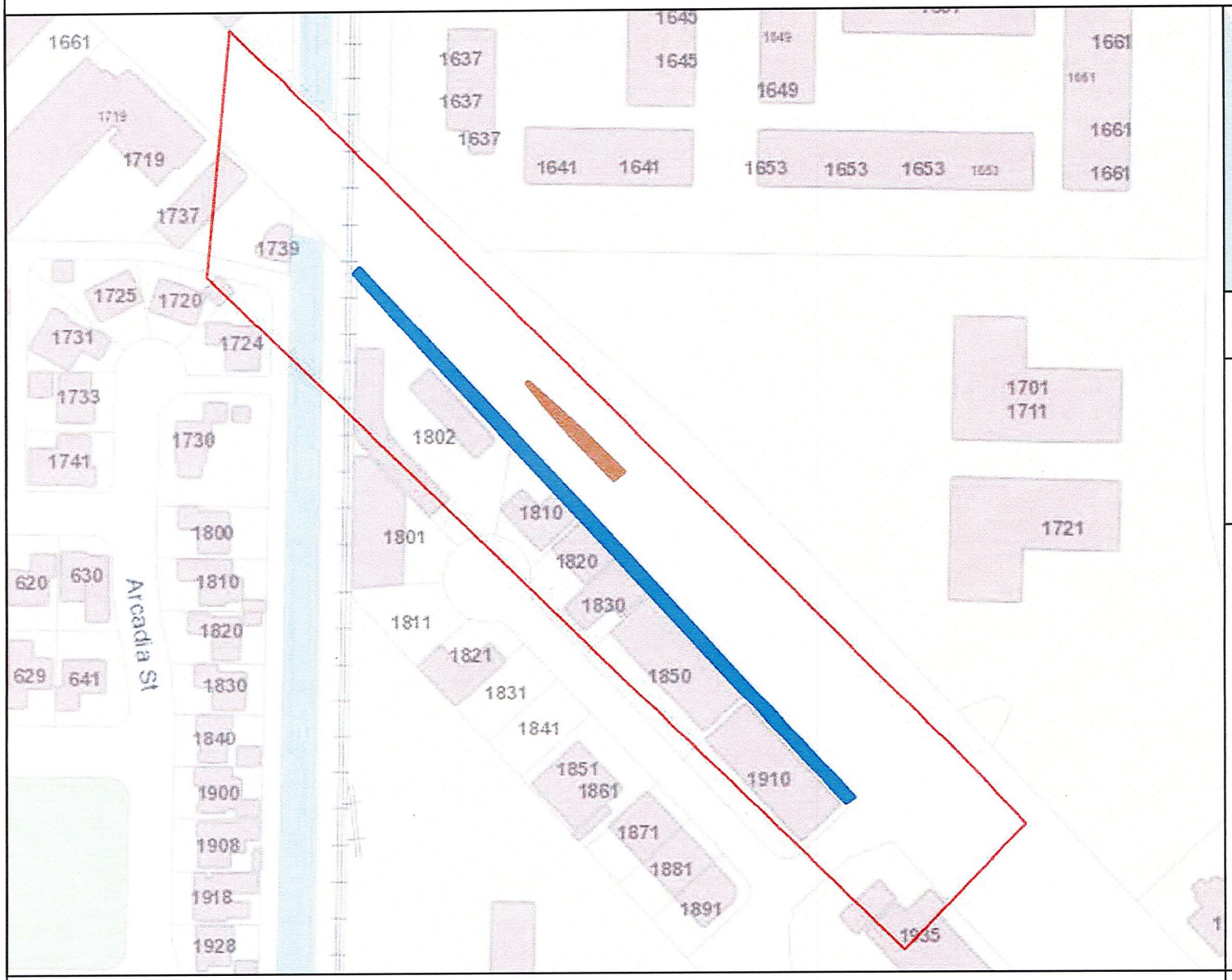
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

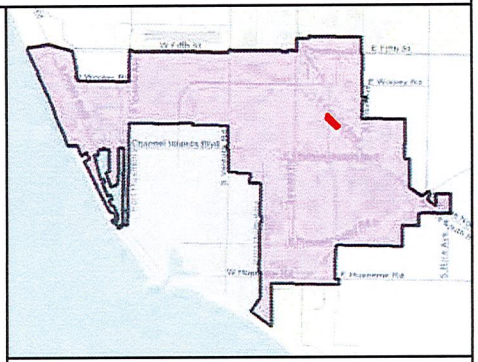
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 19 OF 51, OXNARD BL 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~10,081 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,784 SQ FT
~0.04 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

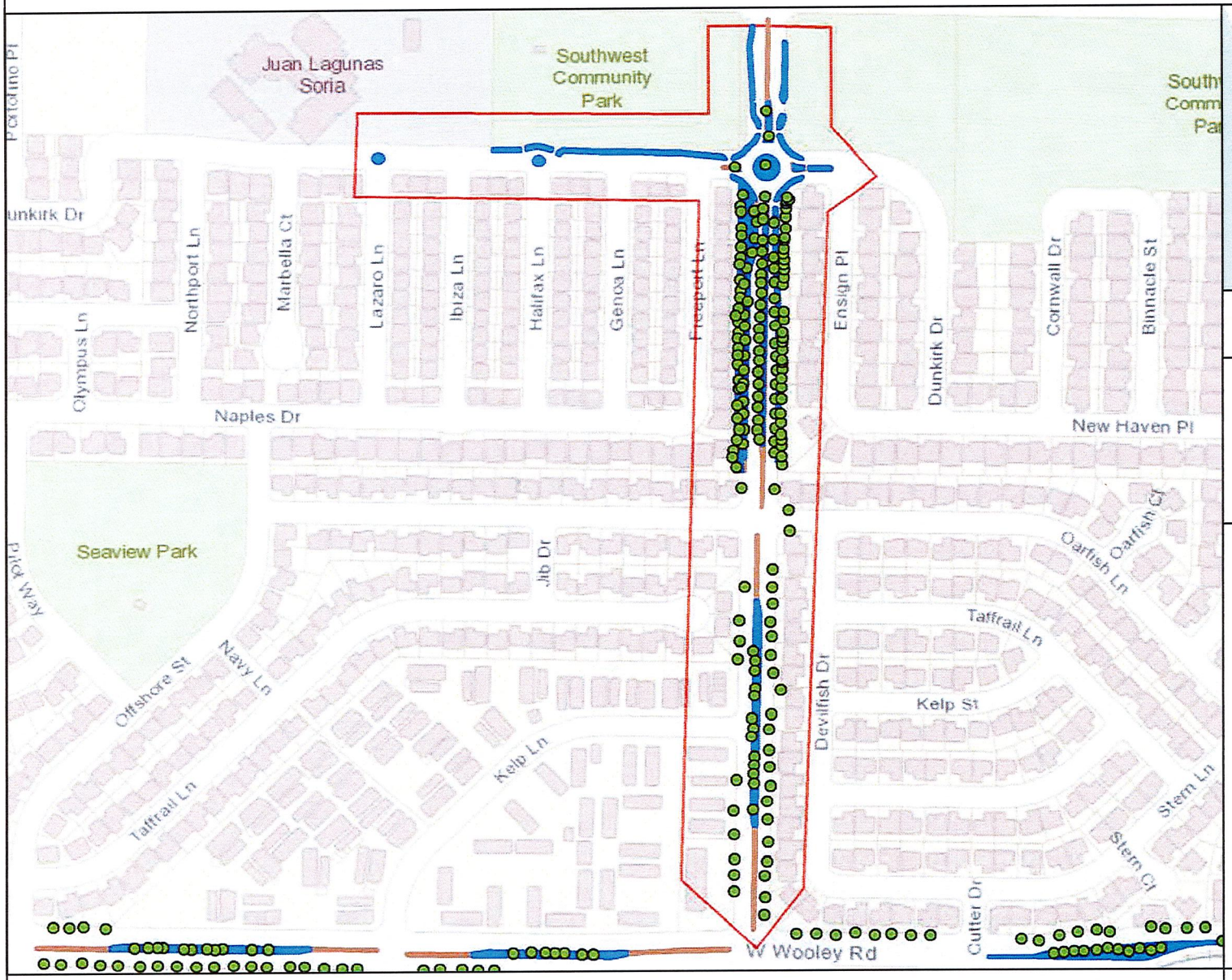
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

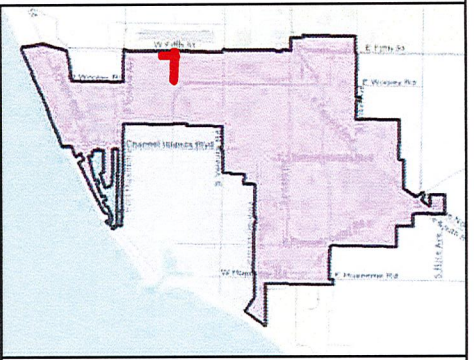
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 20 OF 51, PATTERSON 1/ DUNKIRK





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~56,405 SQ FT
~1.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~13,679 SQ FT
~0.31 ACRES

PROJECT TREES:
171 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

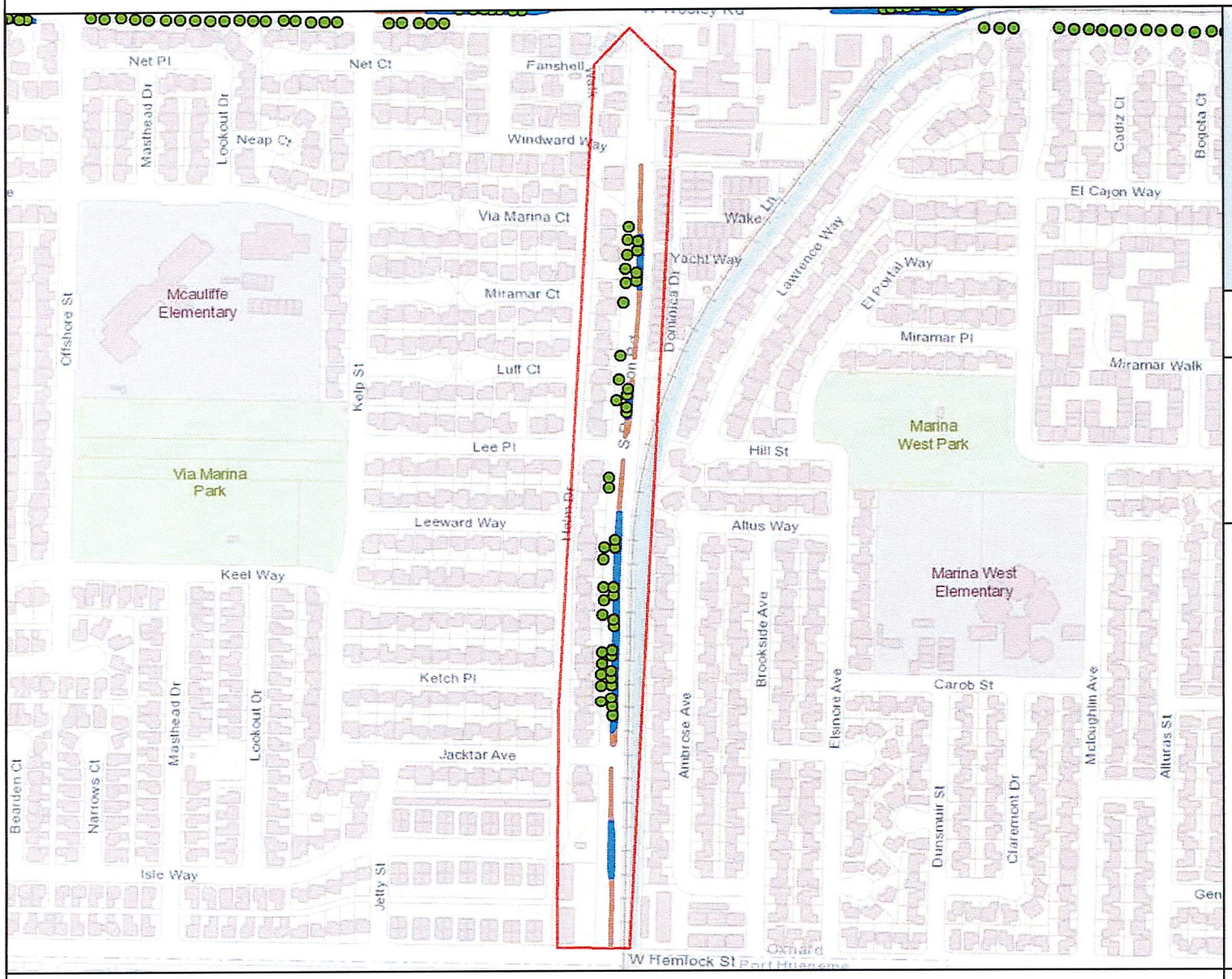
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

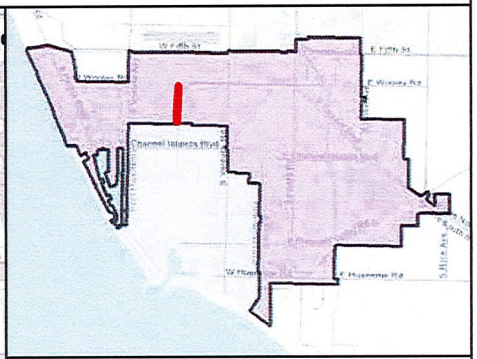
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 21 OF 51, PATTERSON 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,412 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,787 SQ FT
~0.18 ACRES

PROJECT TREES:
43 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

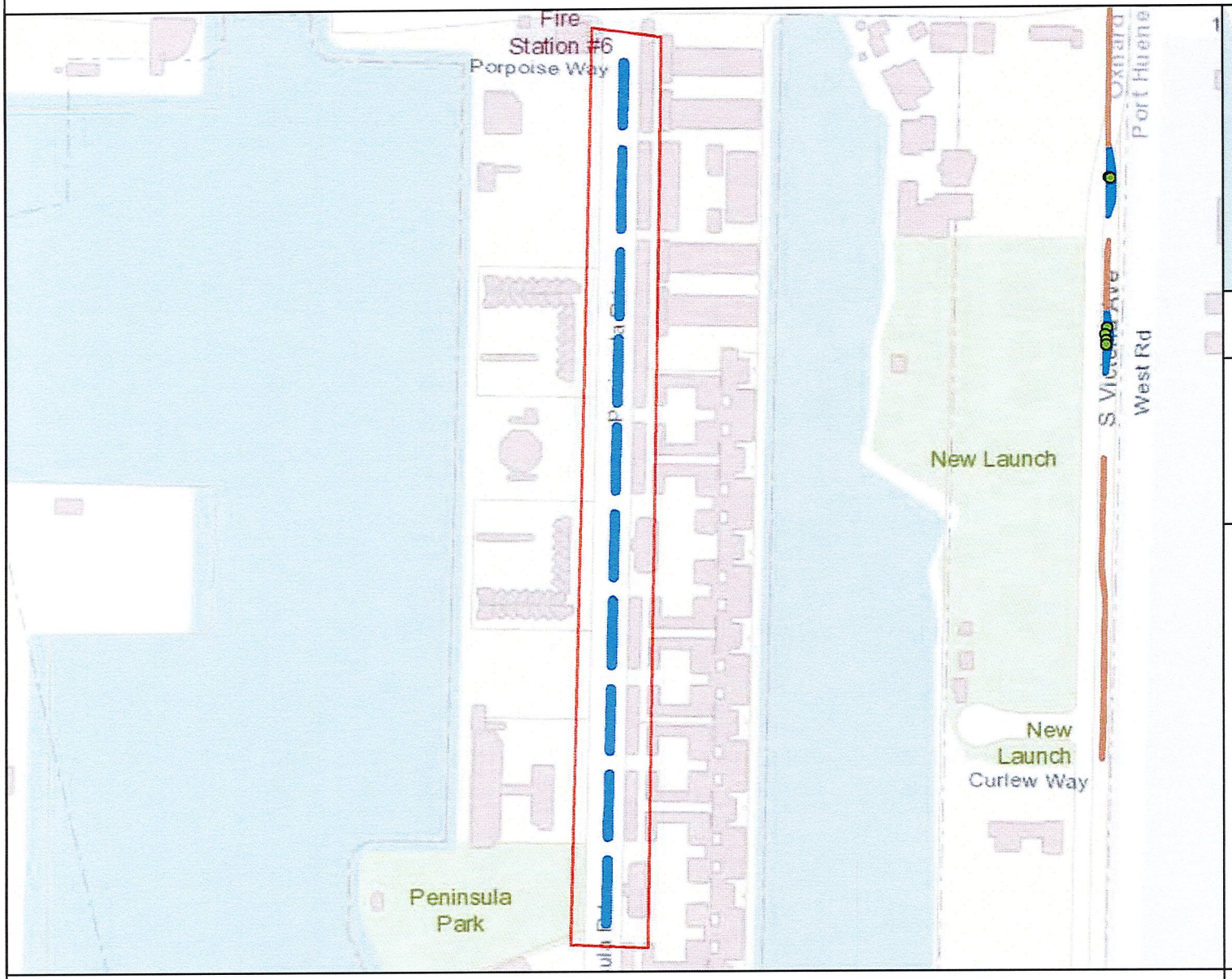
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

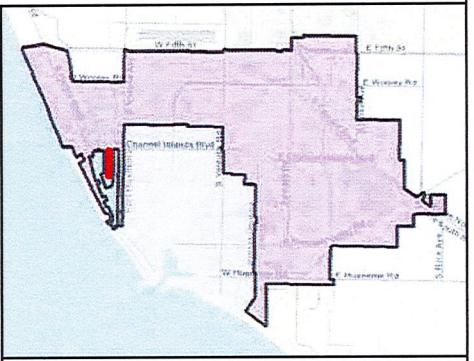
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 22 OF 51, PENINSULA





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~24,122 SQ FT
~0.55 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

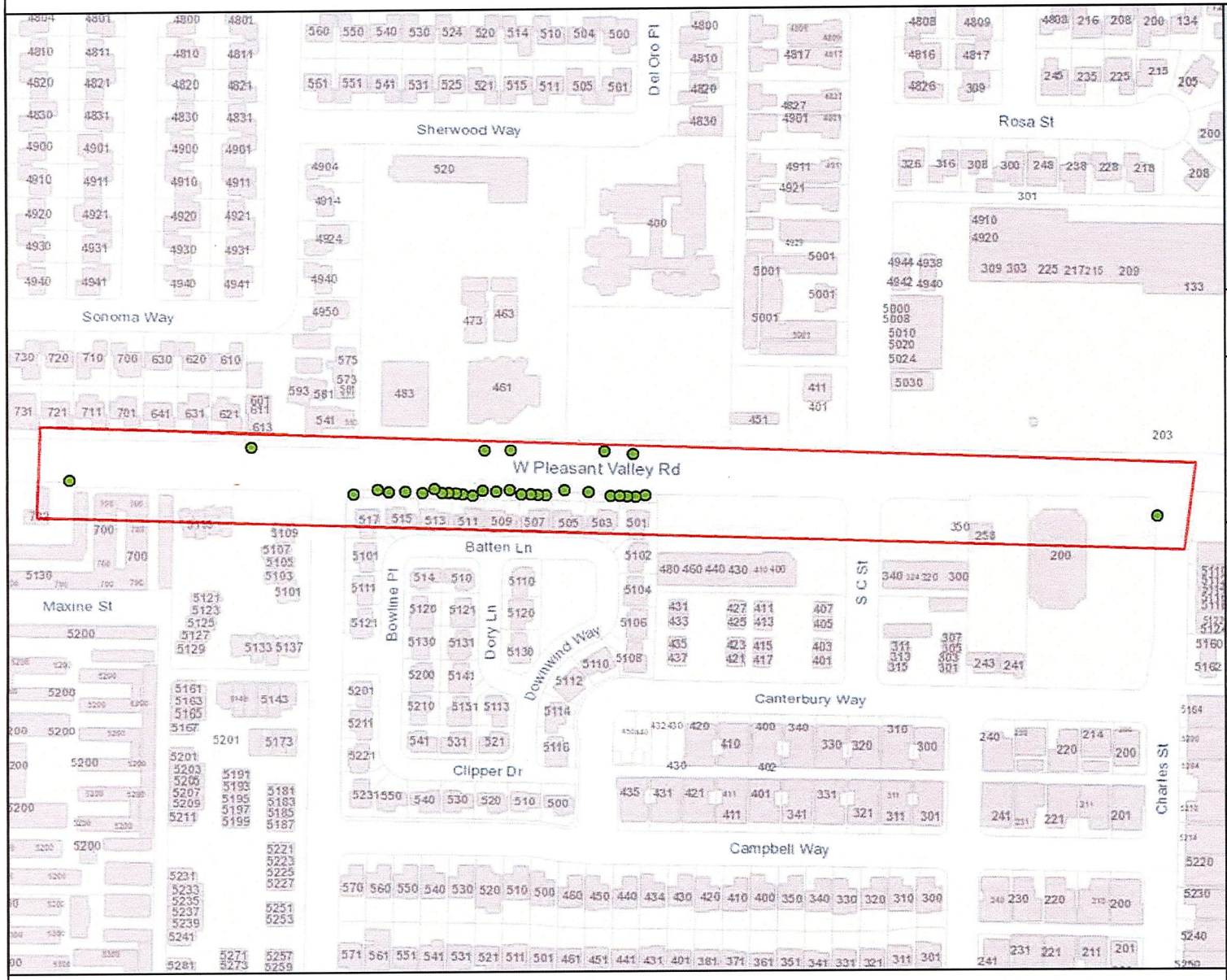
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

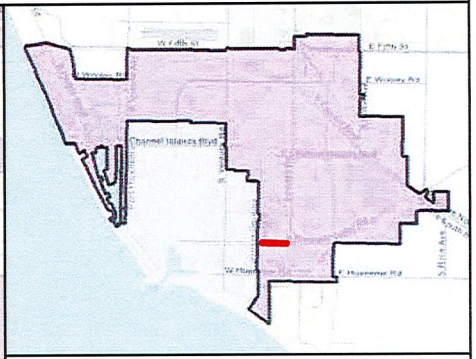
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 23 OF 51, PLEASANT VALLEY RD 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
32 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

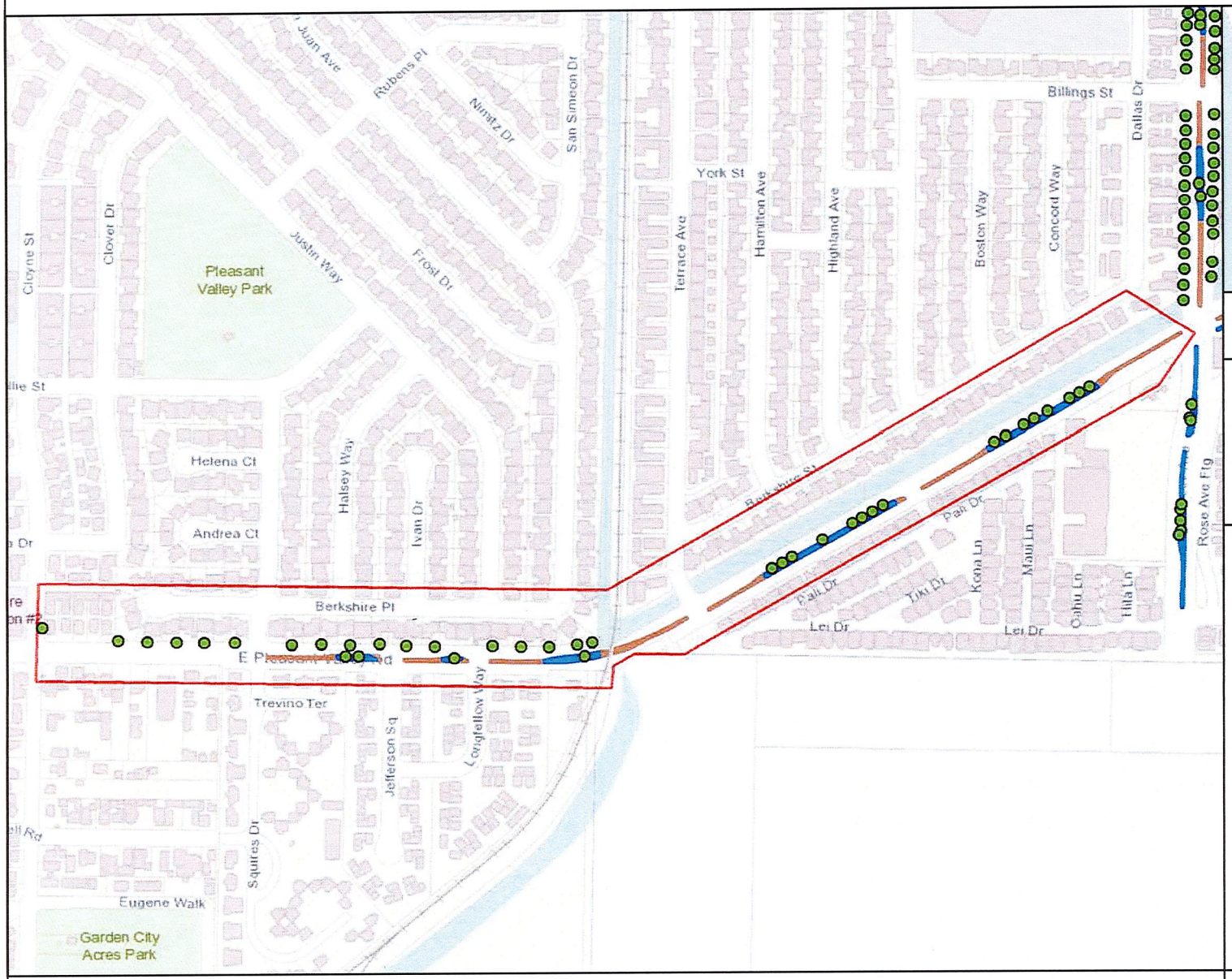
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

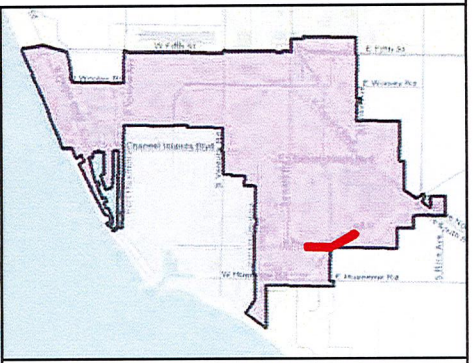
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 24 OF 51, PLEASANT VALLEY RD 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,548 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,898 SQ FT
~0.3 ACRES

PROJECT TREES:
37 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

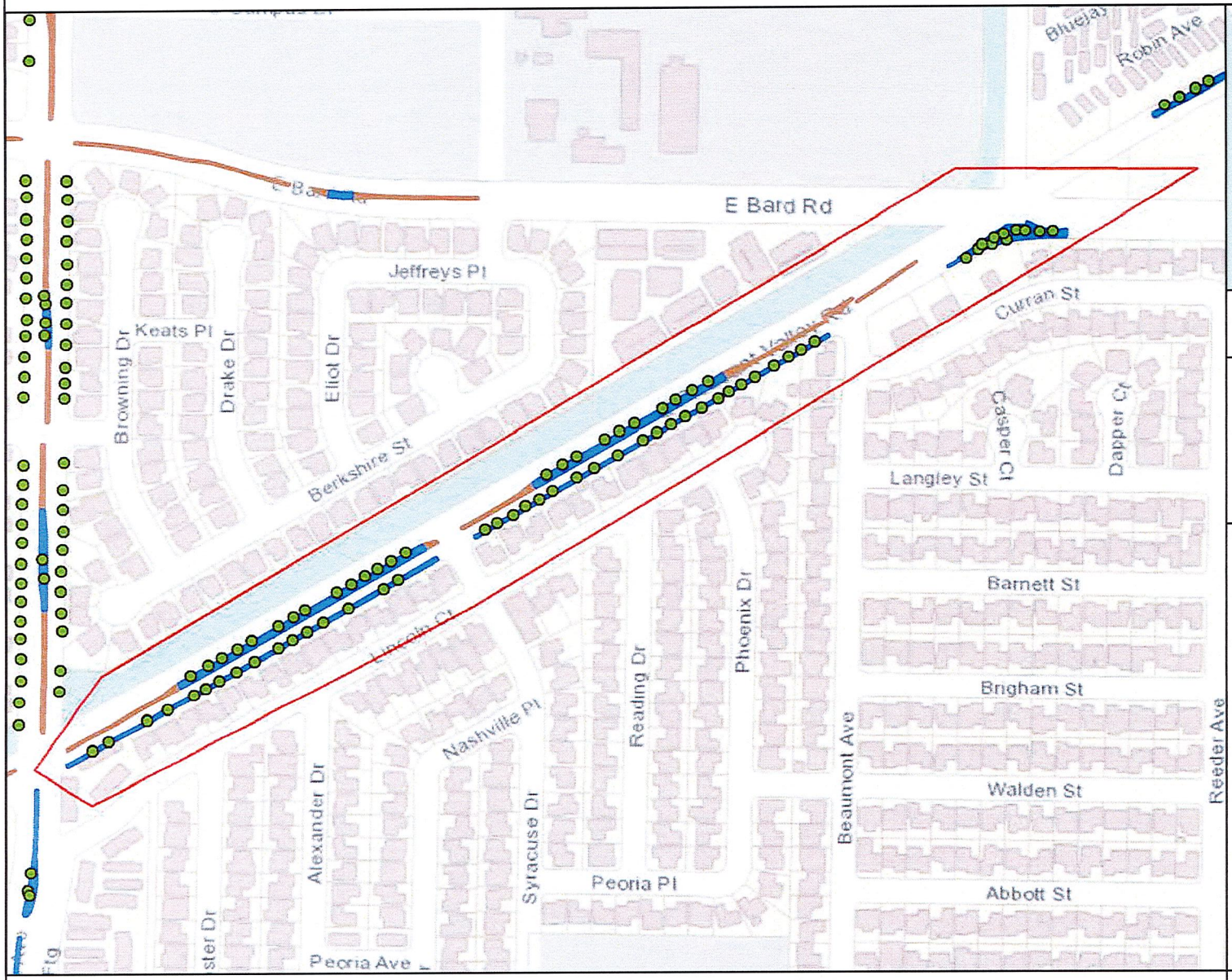
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

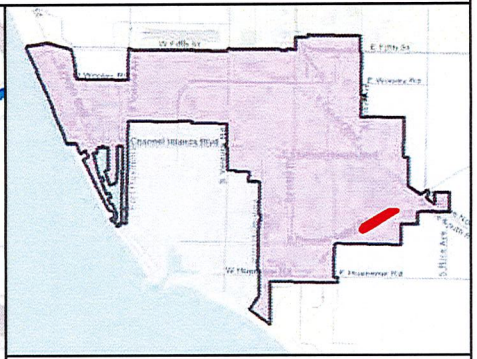
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 25 OF 51, PLEASANT VALLEY RD 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~32,698 SQ FT
~0.75 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,120 SQ FT
~0.12 ACRES

PROJECT TREES:
73 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

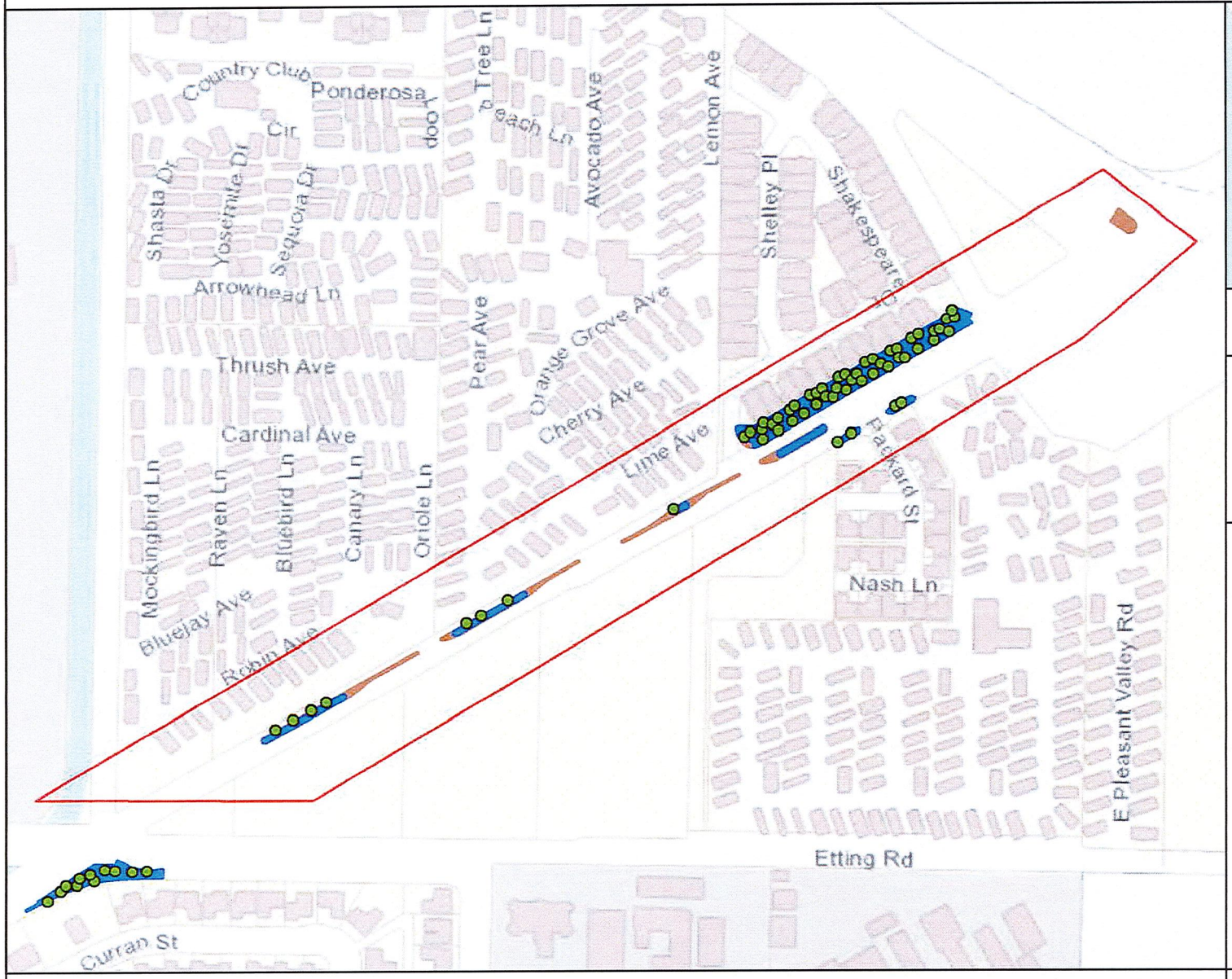
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

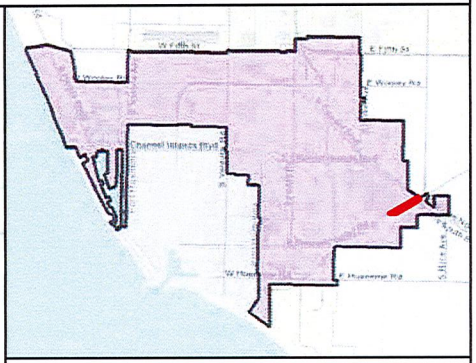
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 26 OF 51, PLEASANT VALLEY RD 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~24,768 SQ FT
~0.57 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,779 SQ FT
~0.22 ACRES

PROJECT TREES:
56 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

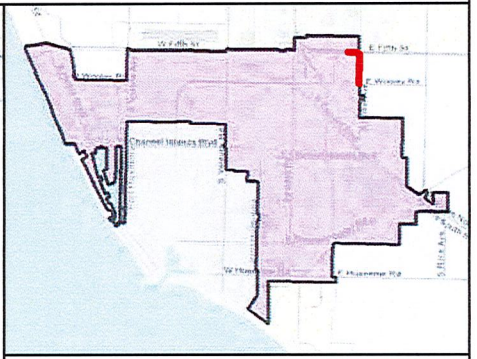
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 27 OF 51, ROSE AVE 1/ FIFTH ST 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,091 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,421 SQ FT
~0.24 ACRES

PROJECT TREES:
97 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

N W E S

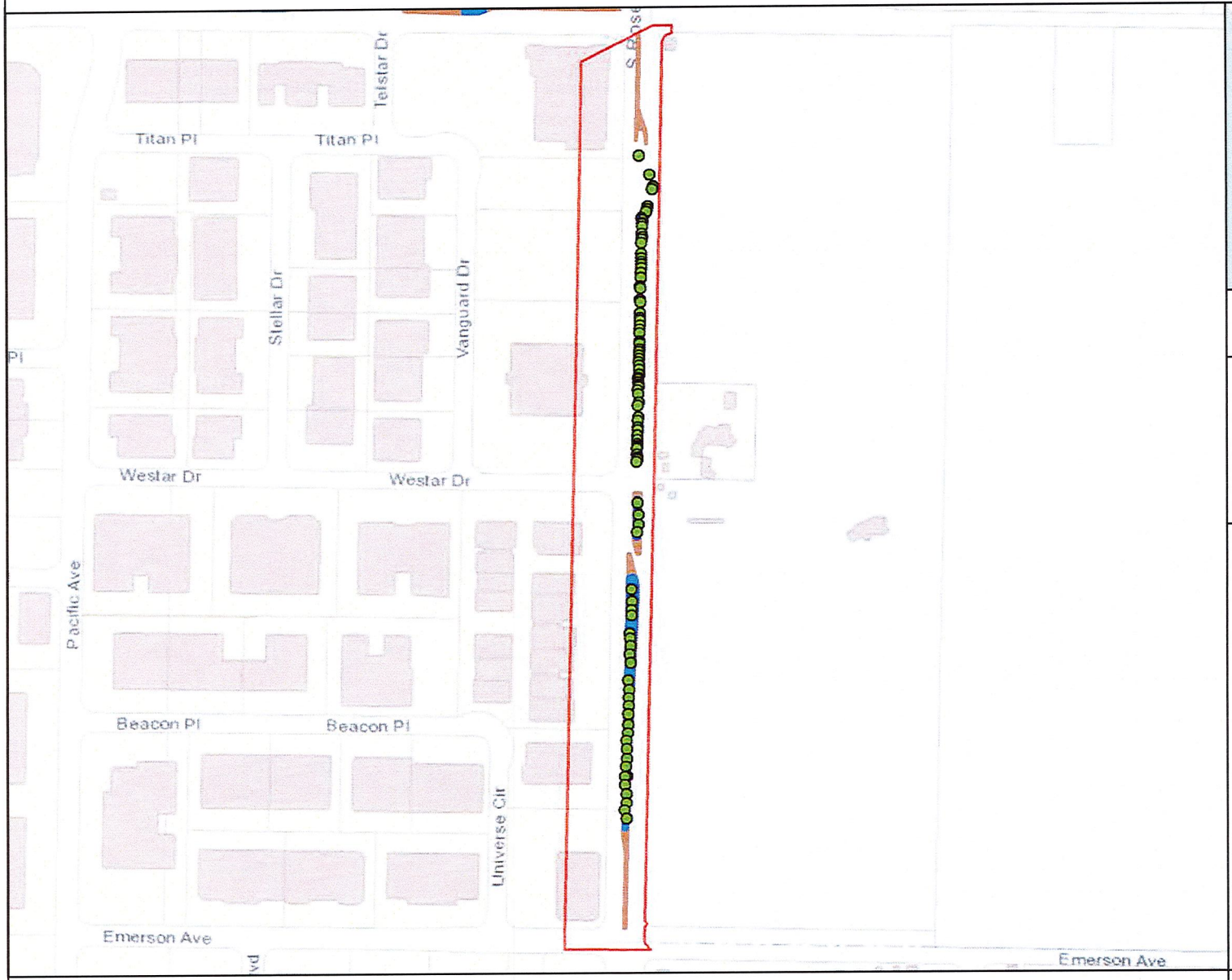
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

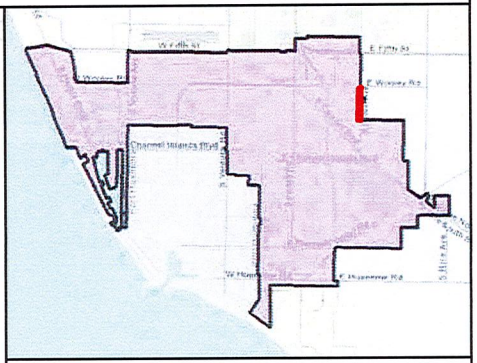
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 28 OF 51, ROSE AVE 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,355 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,187 SQ FT
~0.19 ACRES

PROJECT TREES:
95 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

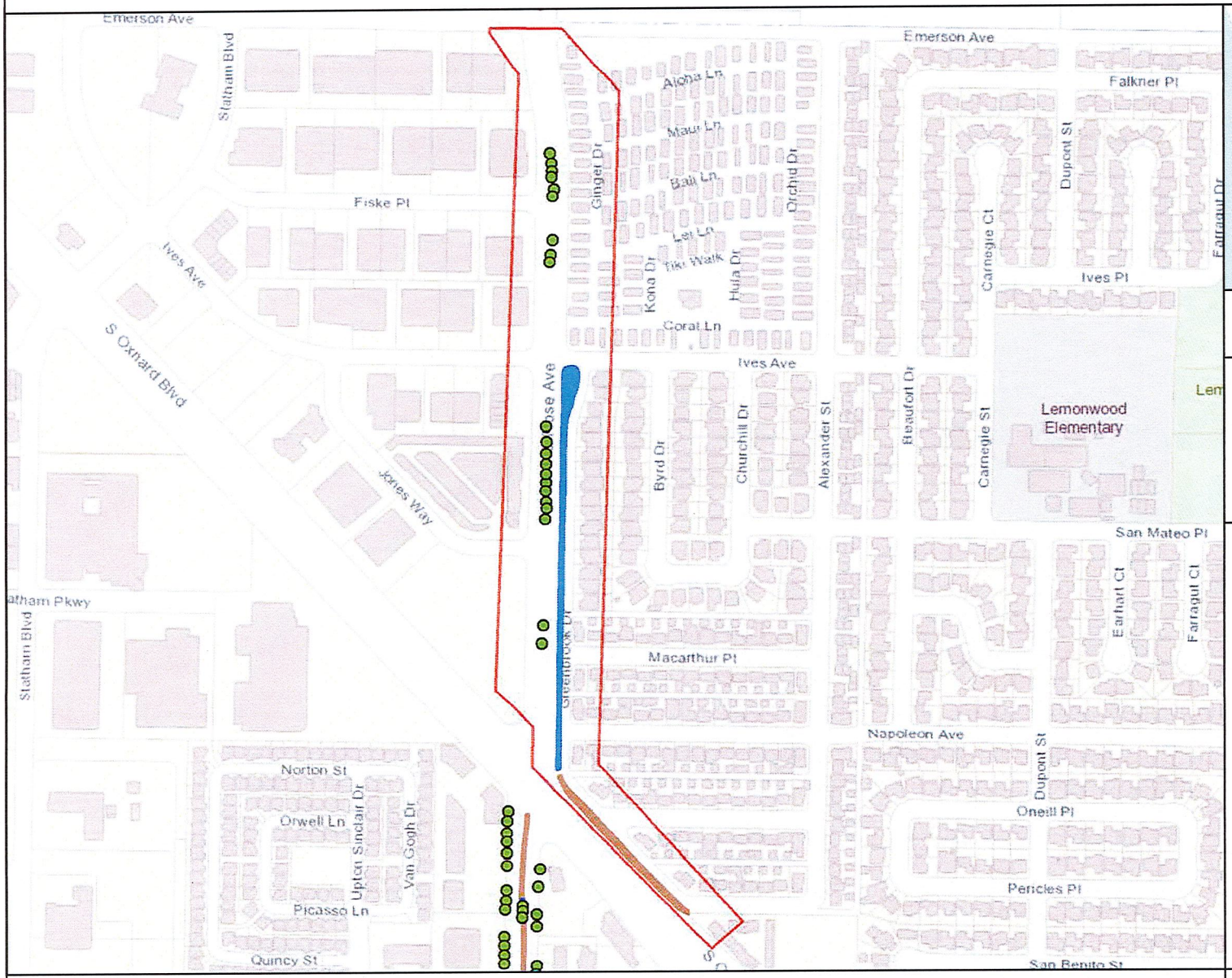
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

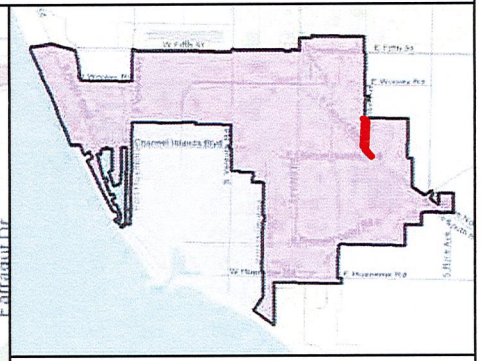
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 29 OF 51, ROSE AVE 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~17,174 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,899 SQ FT
~0.2 ACRES

PROJECT TREES:
21 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

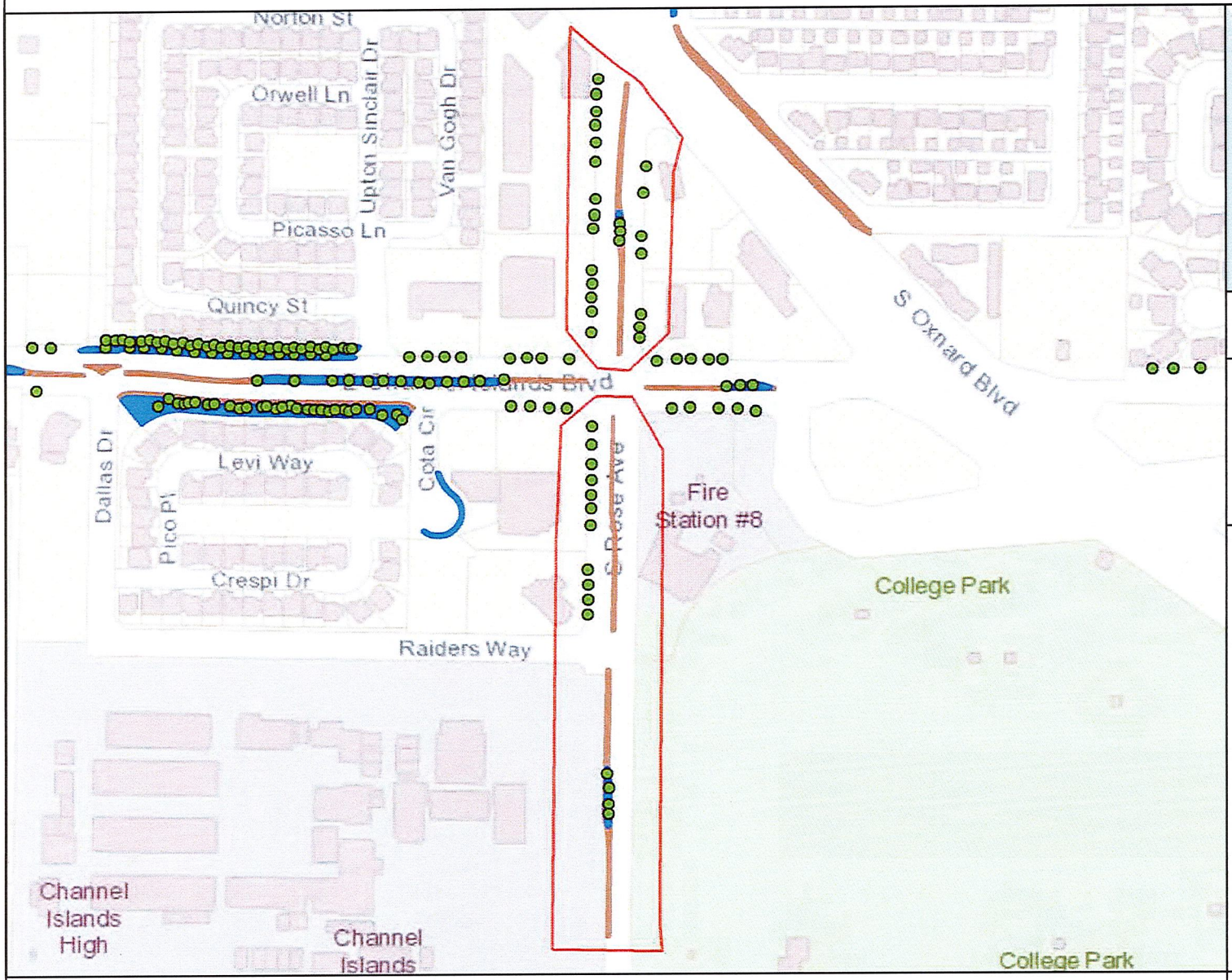
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

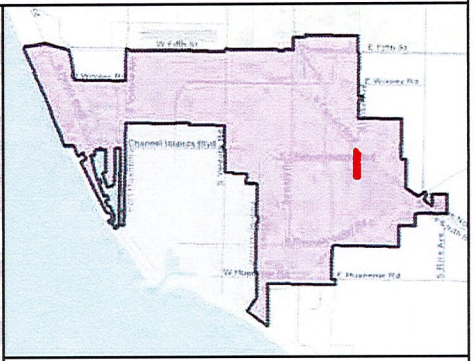
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 30 OF 51, ROSE AVE 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,913 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,950 SQ FT
~0.21 ACRES

PROJECT TREES:
39 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

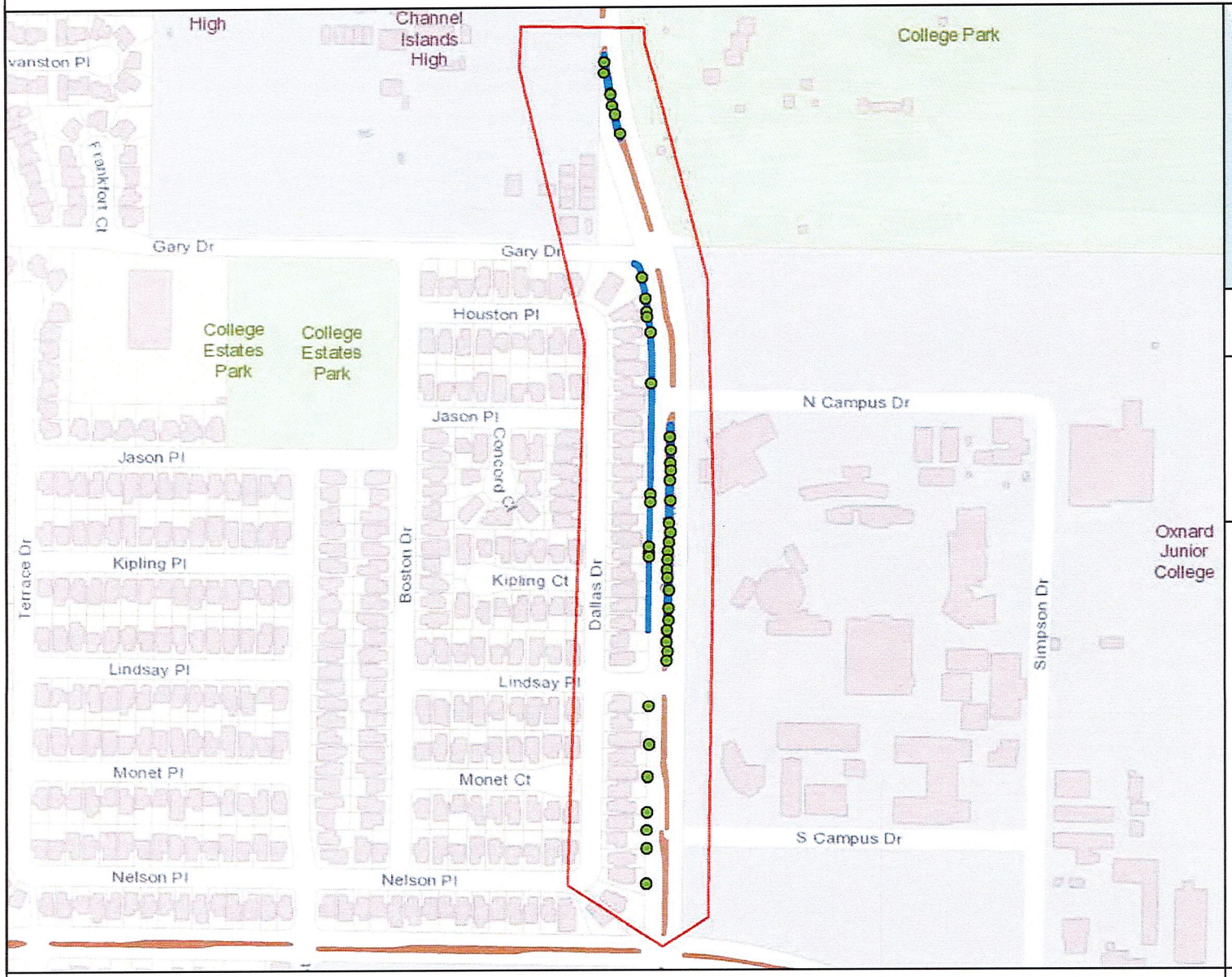
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

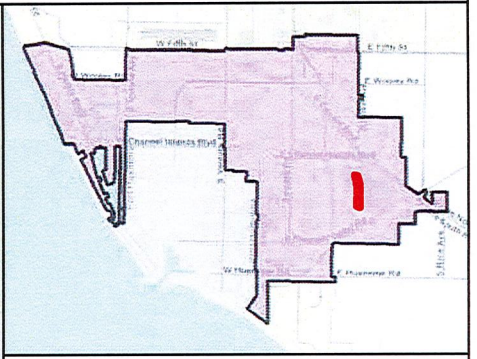
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 31 OF 51, ROSE AVE 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~19,598 SQ FT
~0.45 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,671 SQ FT
~0.29 ACRES

PROJECT TREES:
44 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

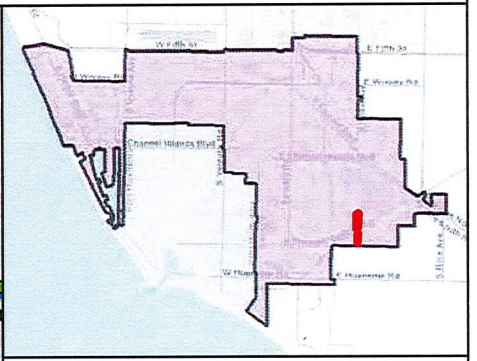
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 32 OF 51, ROSE AVE 6





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,964 SQ FT
~0.27 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,076 SQ FT
~0.14 ACRES

PROJECT TREES:
63 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

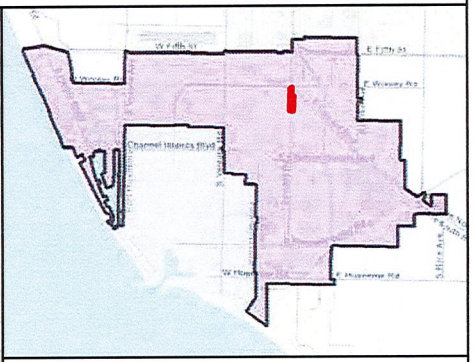
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 33 OF 51, SAVIERS RD 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,859 SQ FT
~0.55 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,211 SQ FT
~0.21 ACRES

PROJECT TREES:
32 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

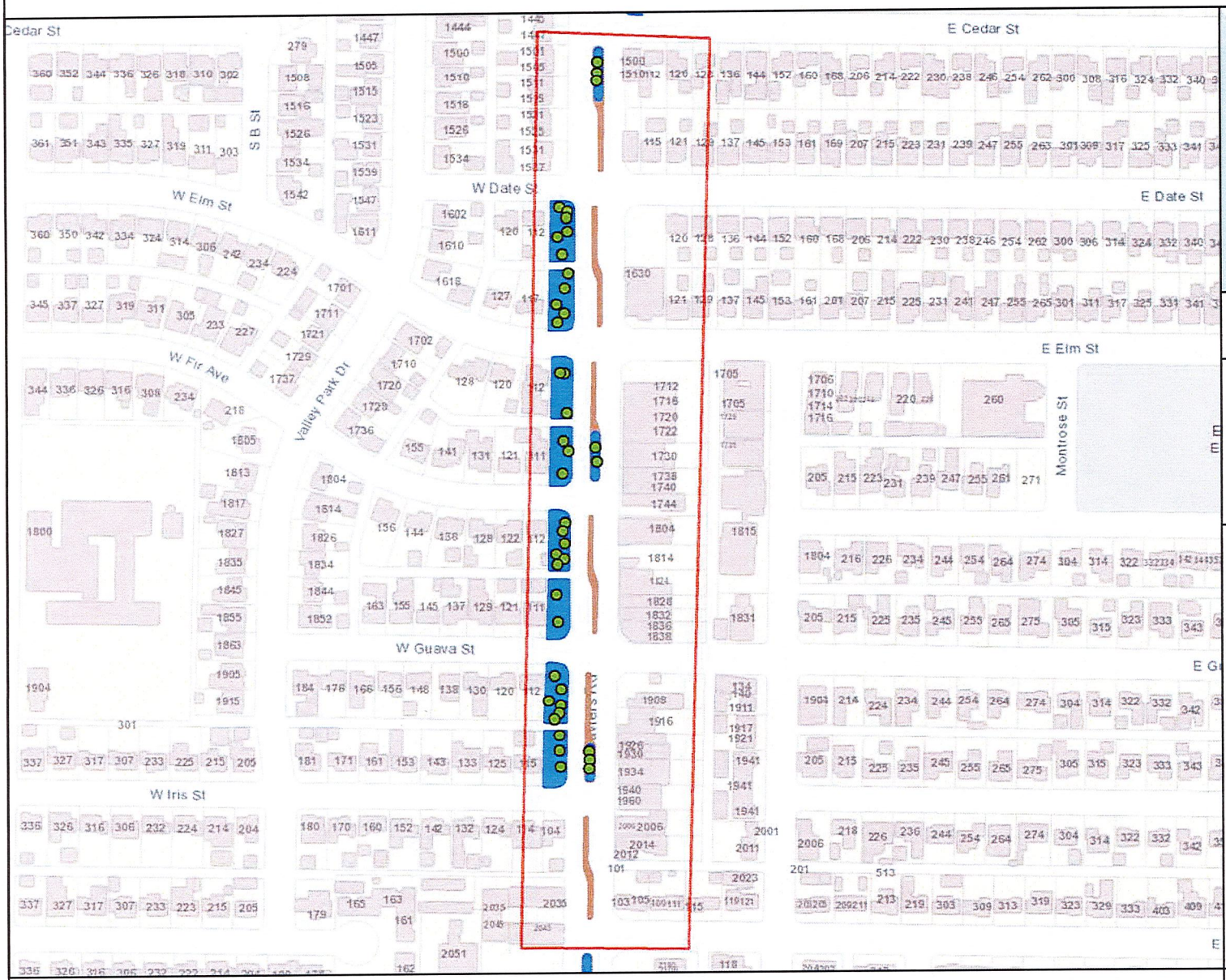
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

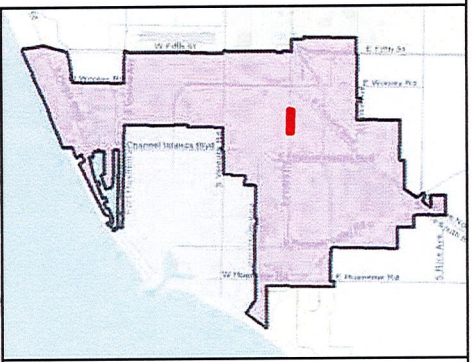
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 34 OF 51, SAVIERS RD 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,888 SQ FT
~0.87 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,436 SQ FT
~0.15 ACRES

PROJECT TREES:
42 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

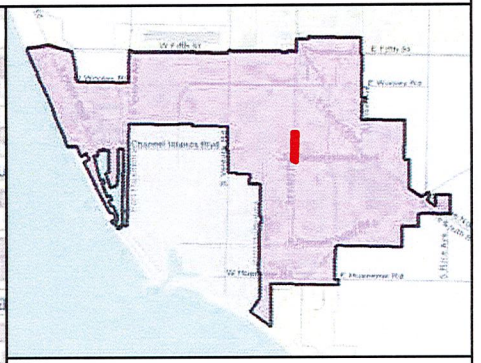
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 35 OF 51, SAVIERS RD 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,985 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,885 SQ FT
~0.25 ACRES

PROJECT TREES:
10 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

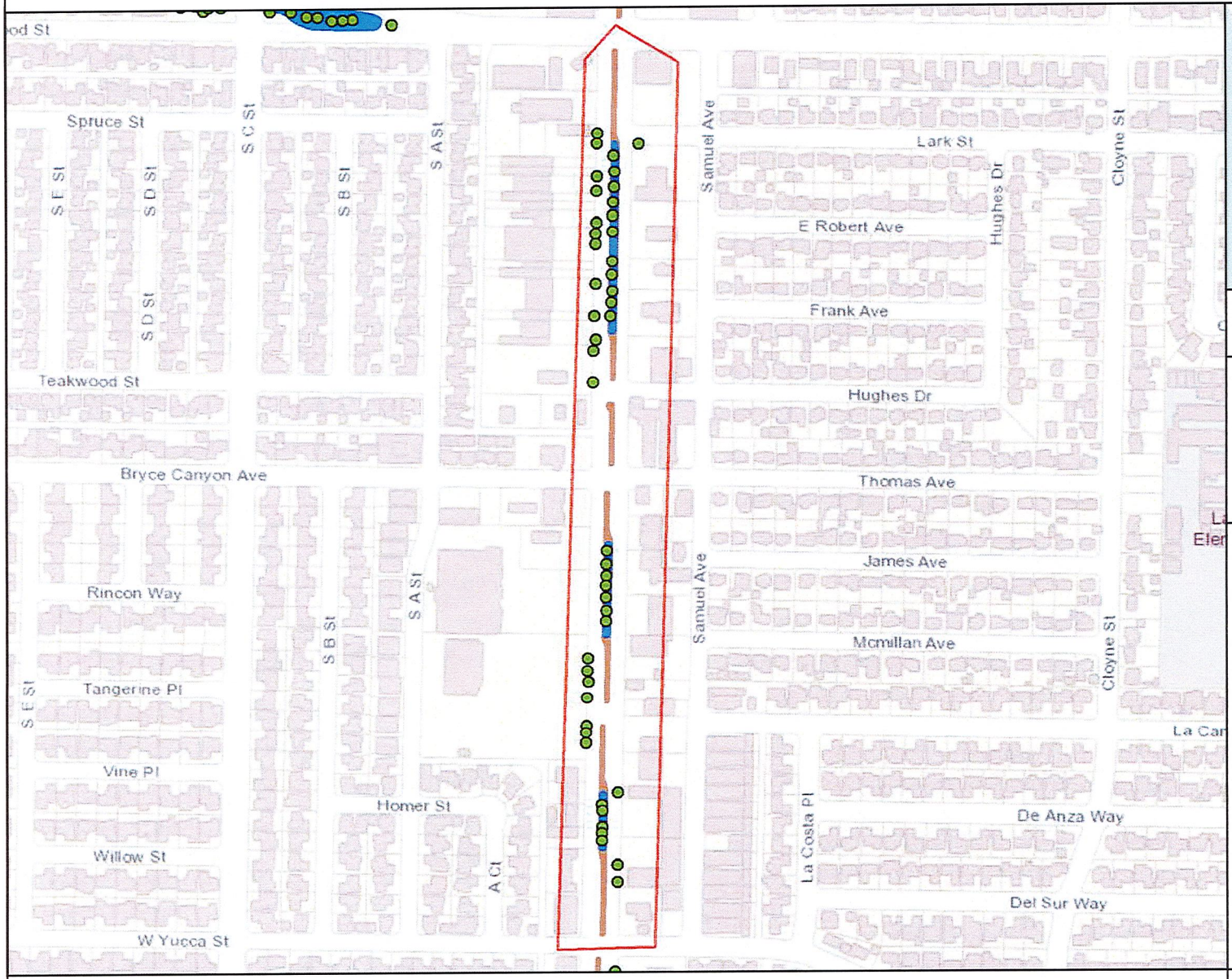
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

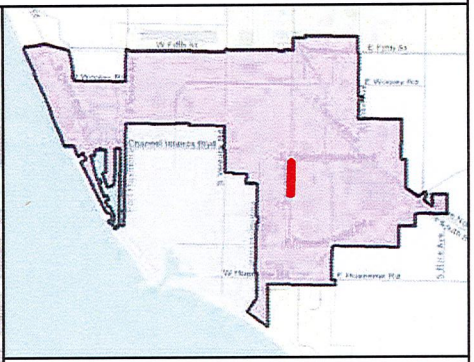
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 36 OF 51, SAVIERS RD 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,602 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~15,405 SQ FT
~0.35 ACRES

PROJECT TREES:
46 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

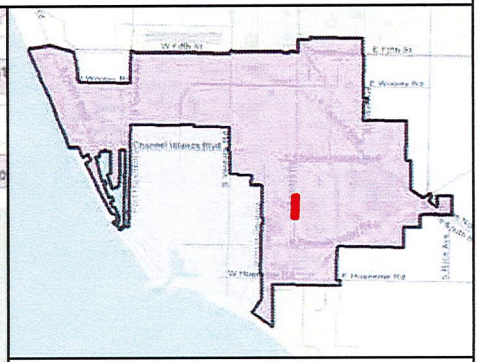
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 37 OF 51, SAVIERS RD 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,160 SQ FT
~0.3 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,635 SQ FT
~0.2 ACRES

PROJECT TREES:
42 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

N W E S

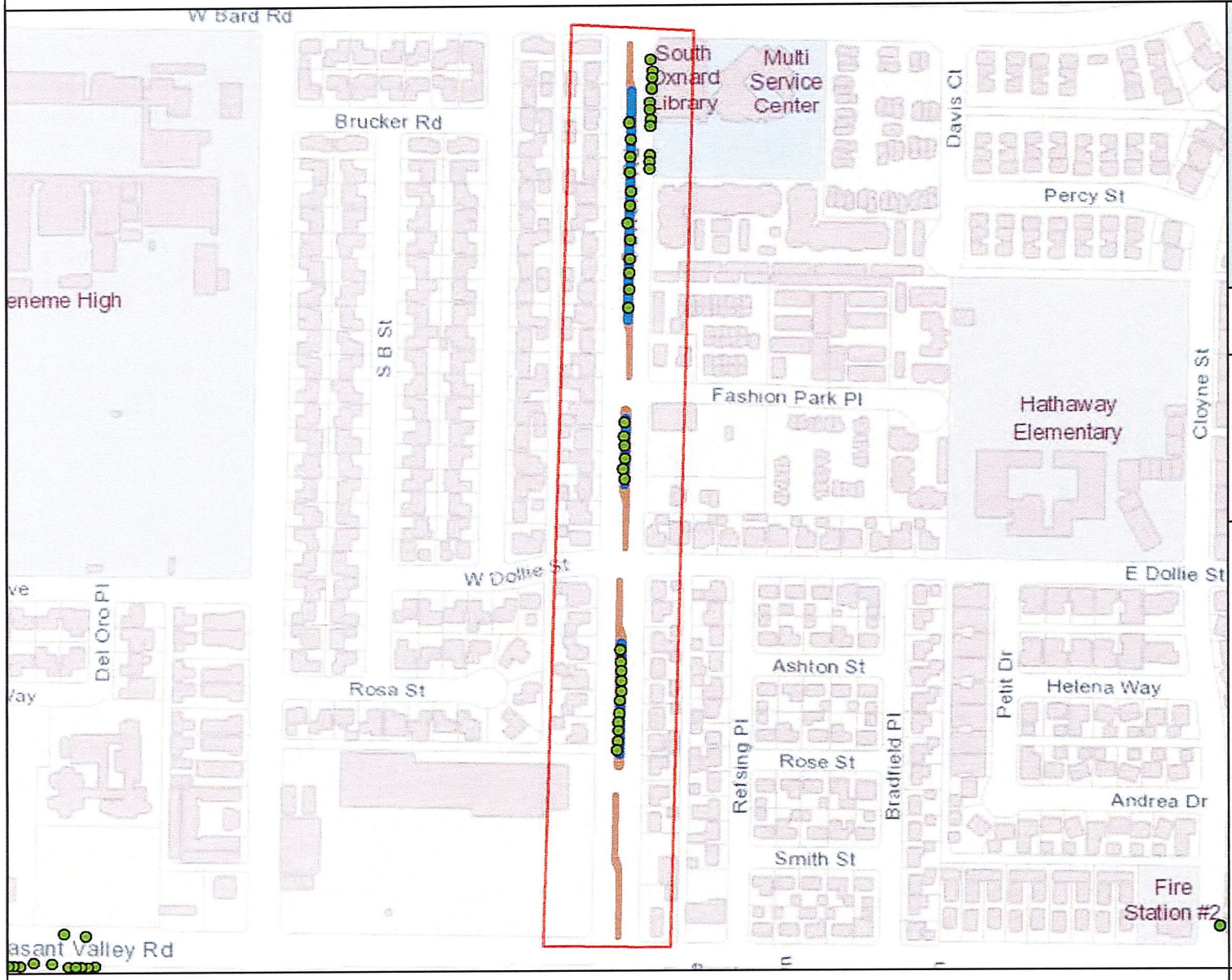
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

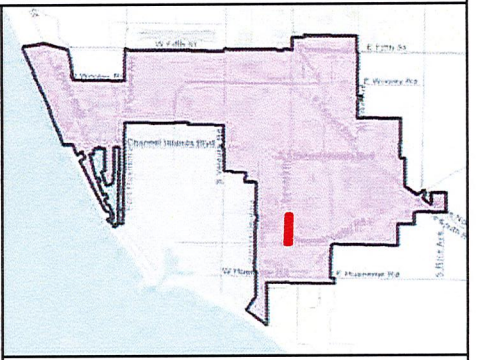
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 38 OF 51, SAVIERS RD 6





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,509 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,763 SQ FT
~0.34 ACRES

PROJECT TREES:
40 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

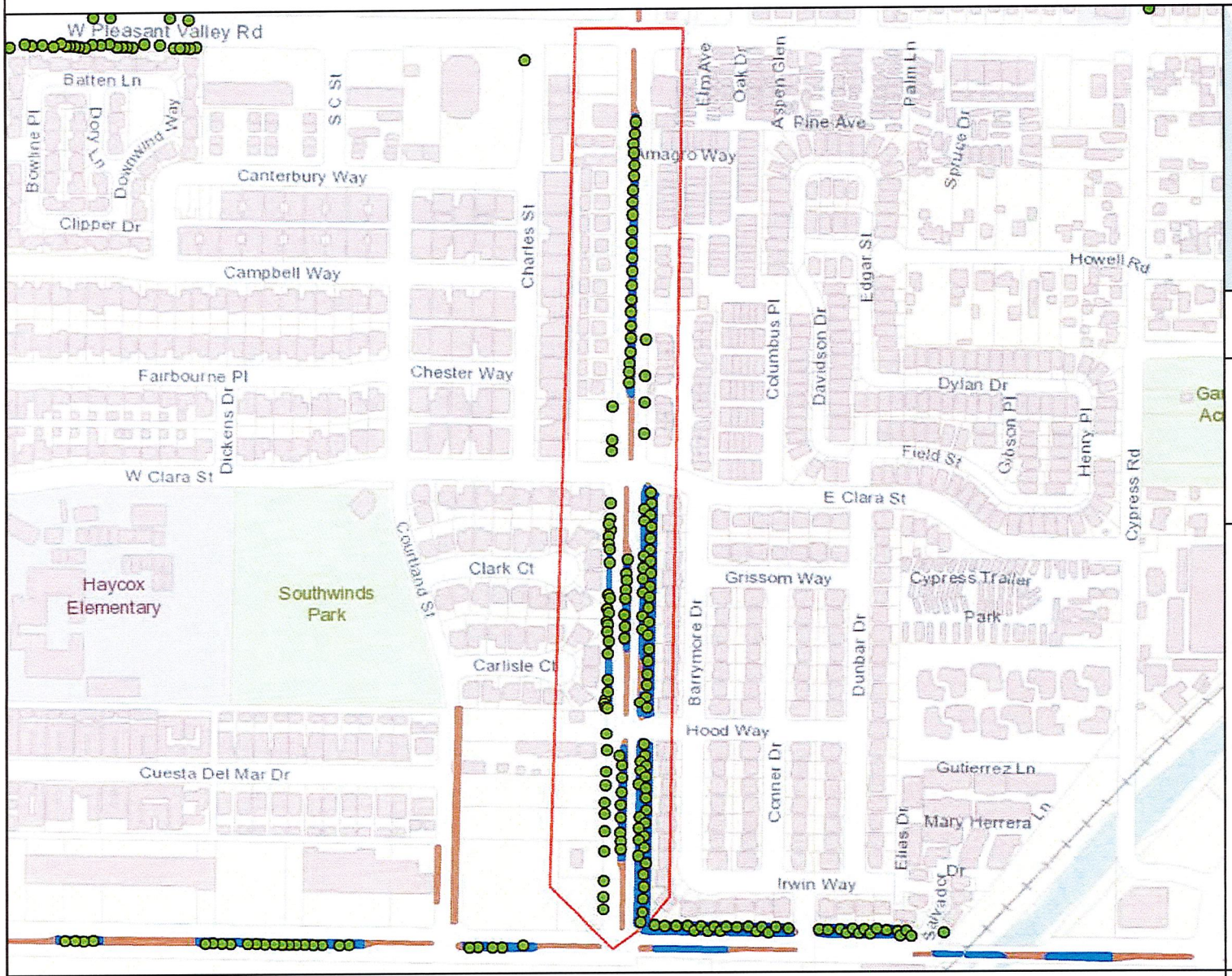
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

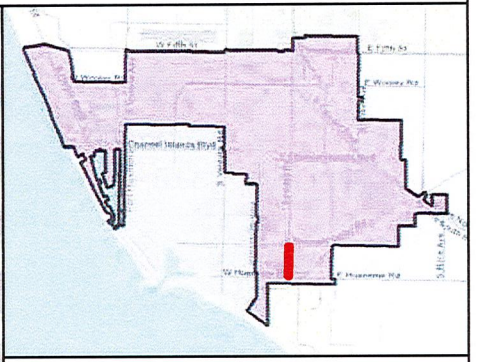
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 39 OF 51, SAVIERS RD 7





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,569 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,290 SQ FT
~0.47 ACRES

PROJECT TREES:
131 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

N W E S

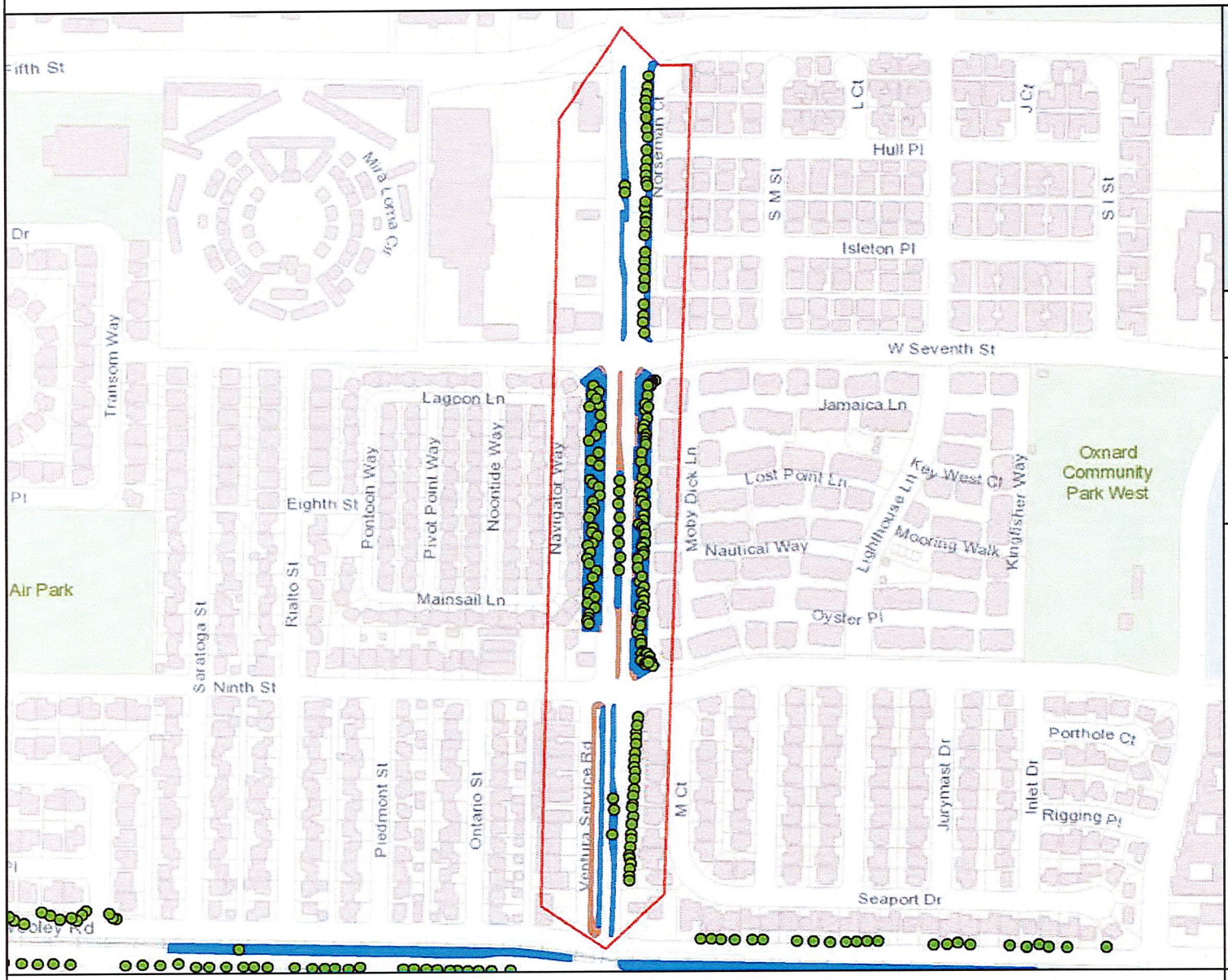
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

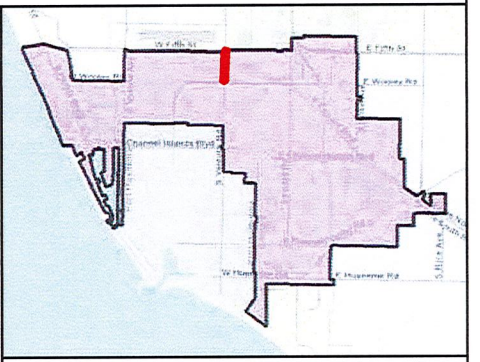
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 40 OF 51, VENTURA 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~79,815 SQ FT
~1.83 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~26,411 SQ FT
~0.61 ACRES

PROJECT TREES:
177 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

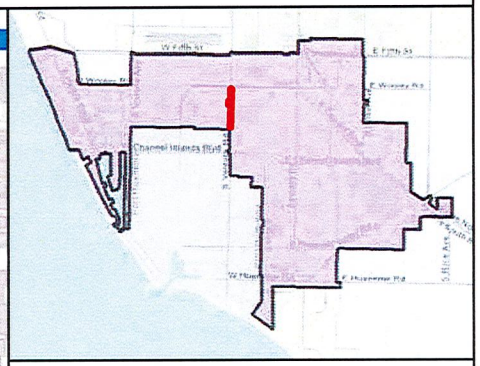
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 41 OF 51, VENTURA 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~52,941 SQ FT
~1.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,789 SQ FT
~0.22 ACRES

PROJECT TREES:
52 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

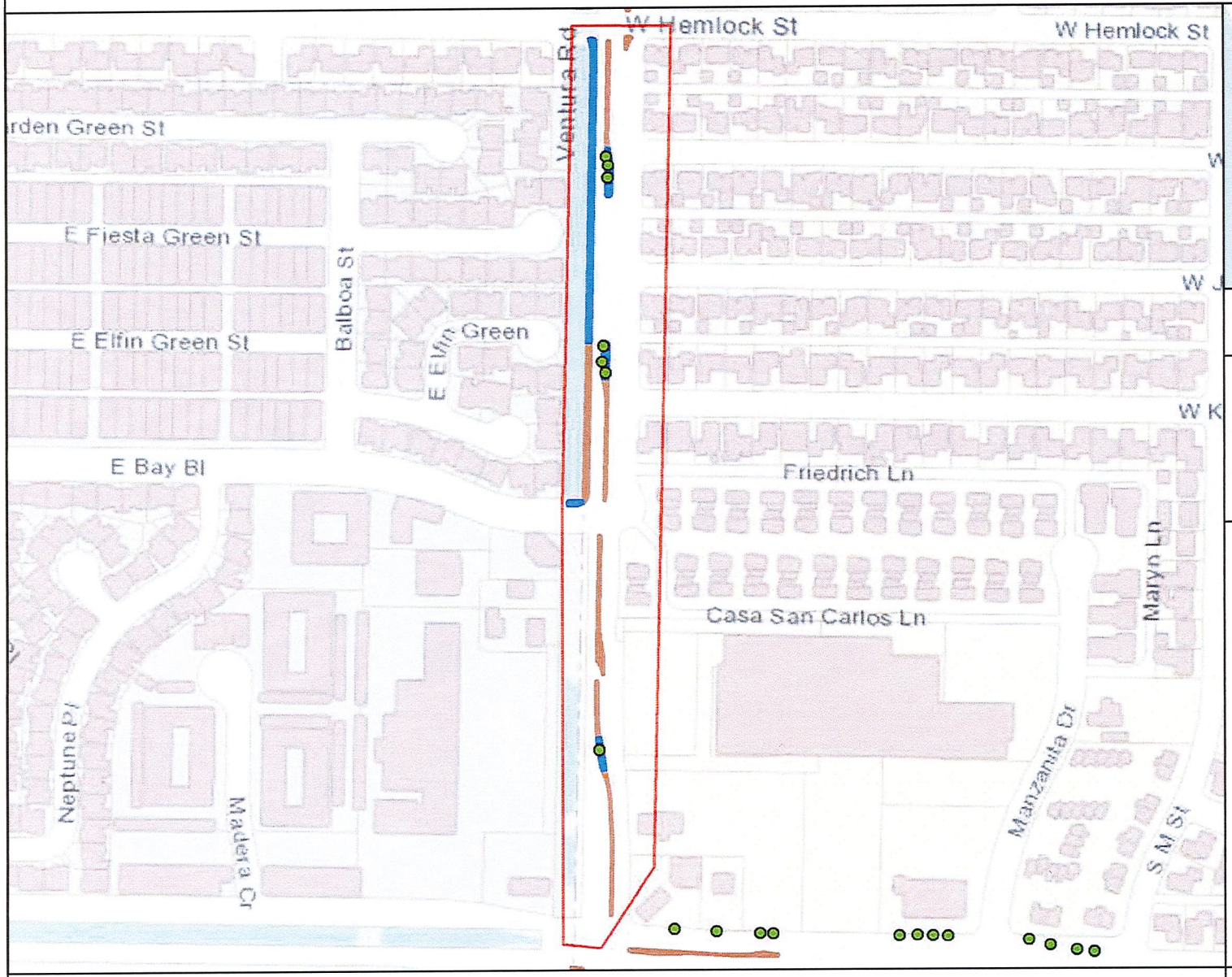
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

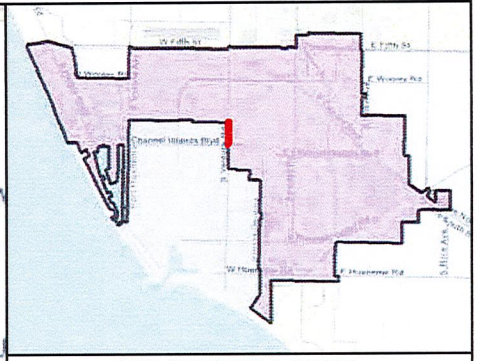
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 42 OF 51, VENTURA 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,433 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,779 SQ FT
~0.18 ACRES

PROJECT TREES:
7 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

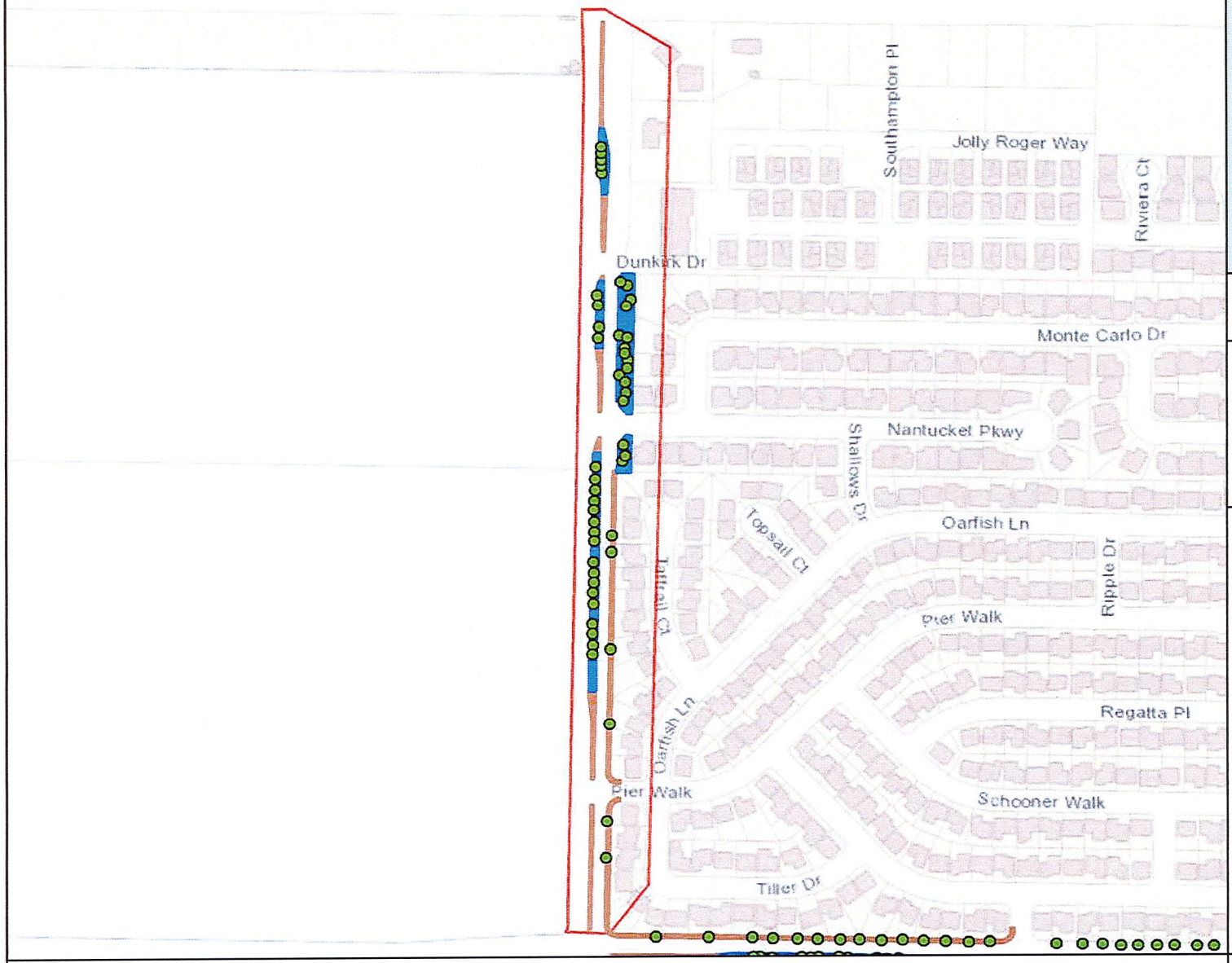
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

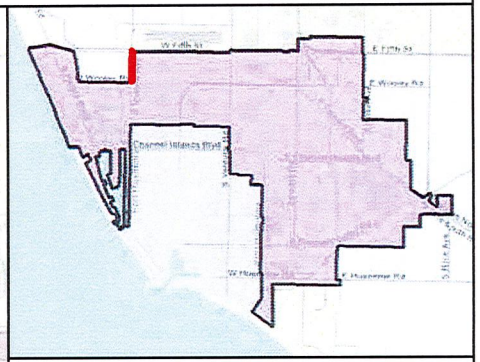
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 43 OF 51, VICTORIA 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~32,560 SQ FT
~0.75 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,566 SQ FT
~0.45 ACRES

PROJECT TREES:
49 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

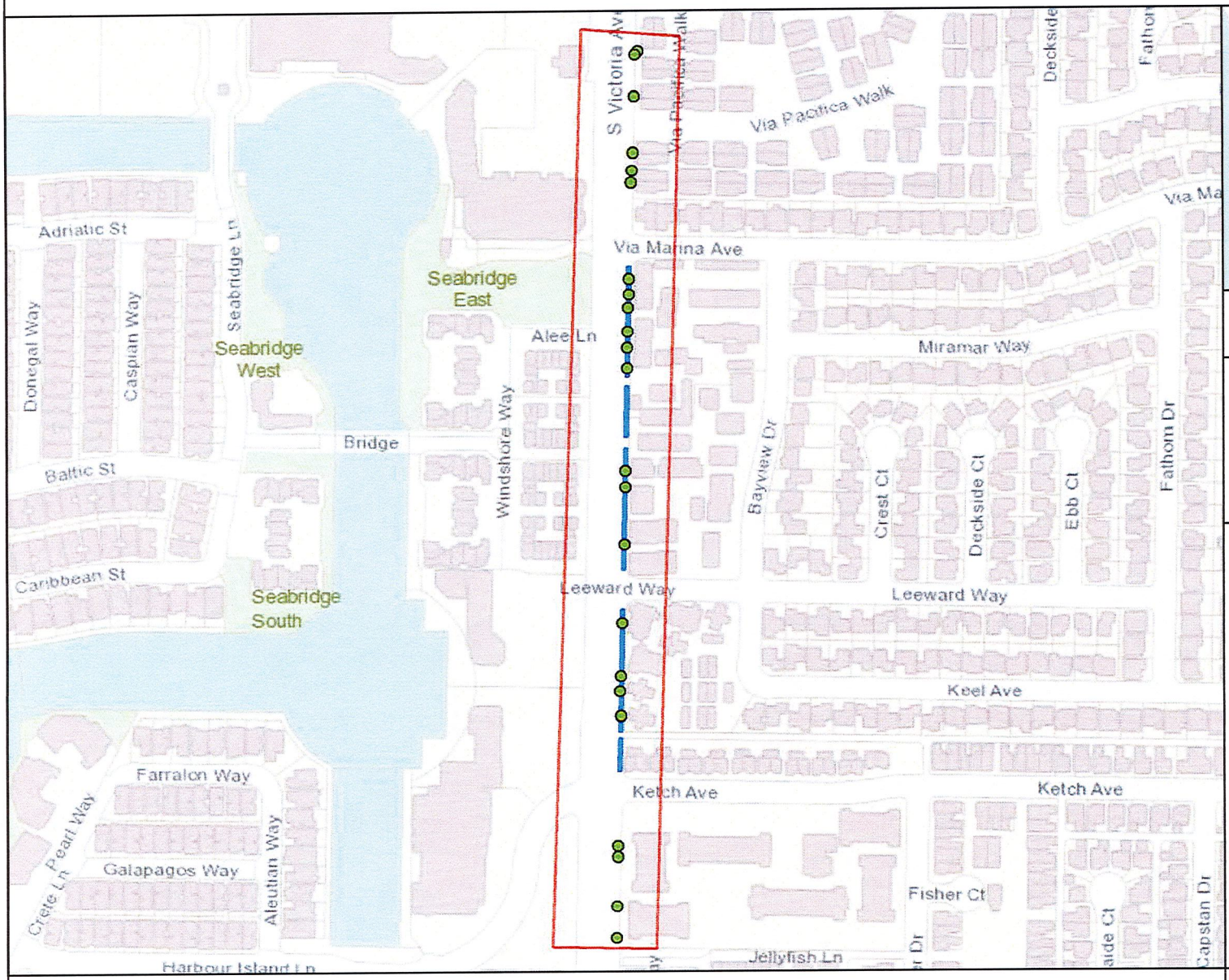
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

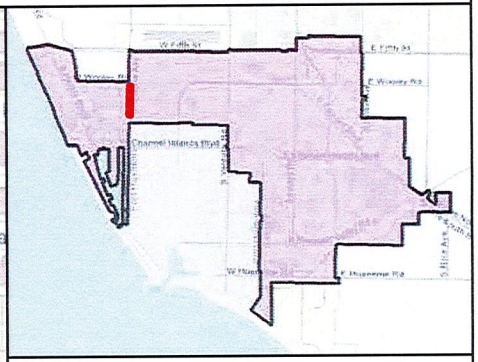
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 44 OF 51, VICTORIA 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,305 SQ FT
~0.12 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
23 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

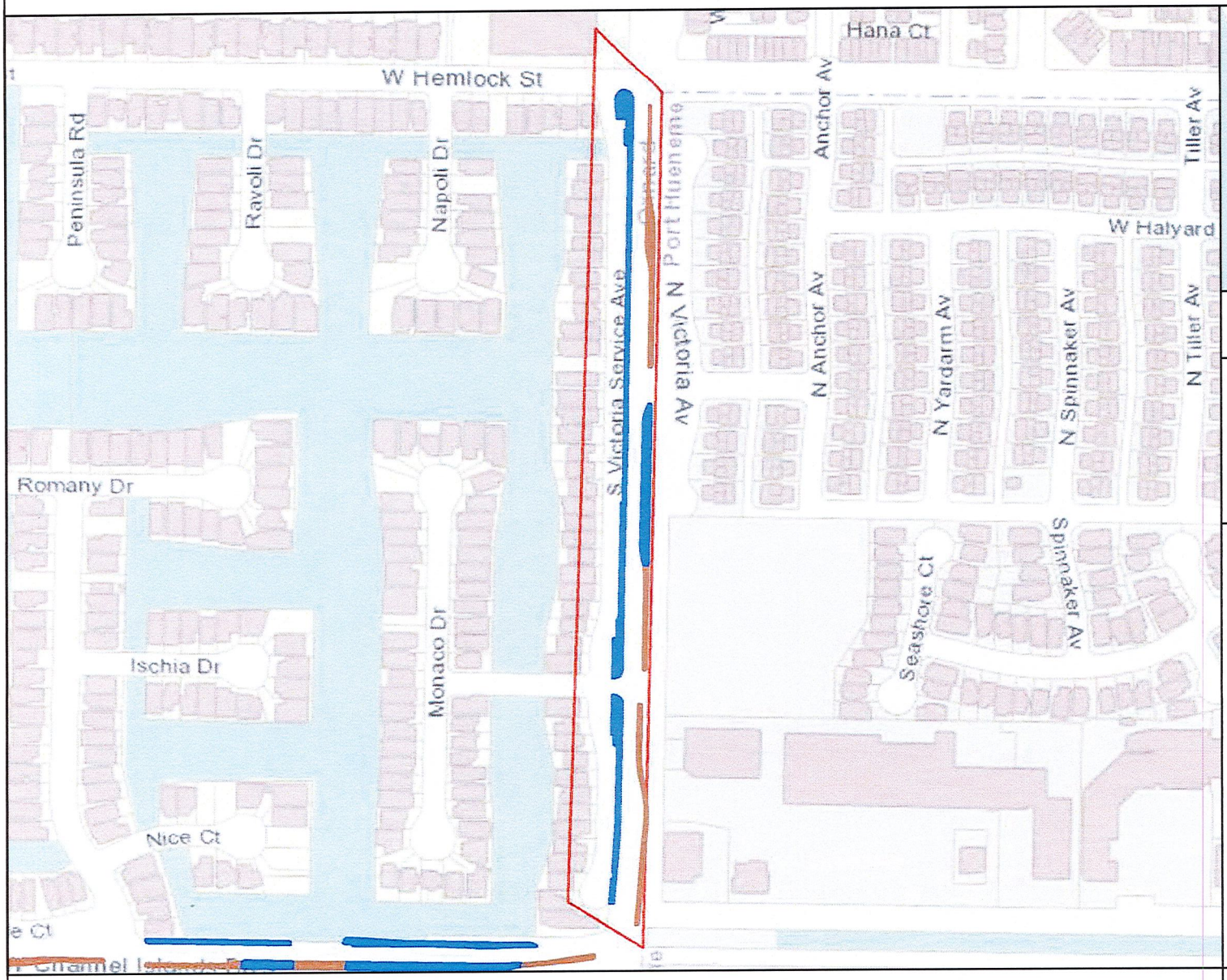
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

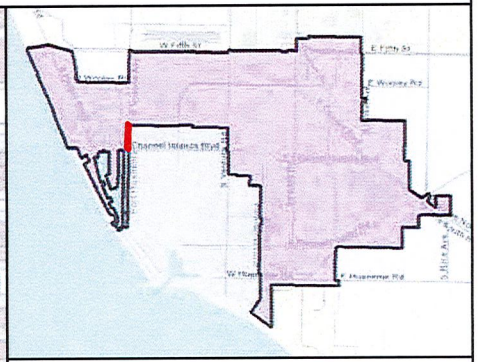
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 45 OF 51, VICTORIA 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,480 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,673 SQ FT
~0.18 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

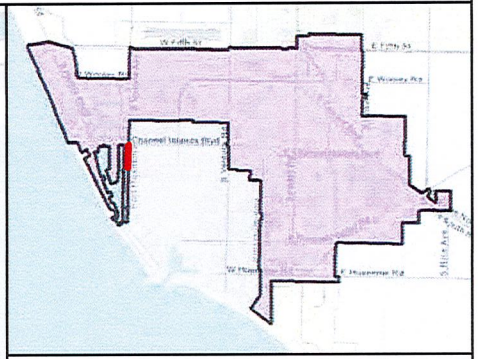
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 46 OF 51, VICTORIA 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,620 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,496 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

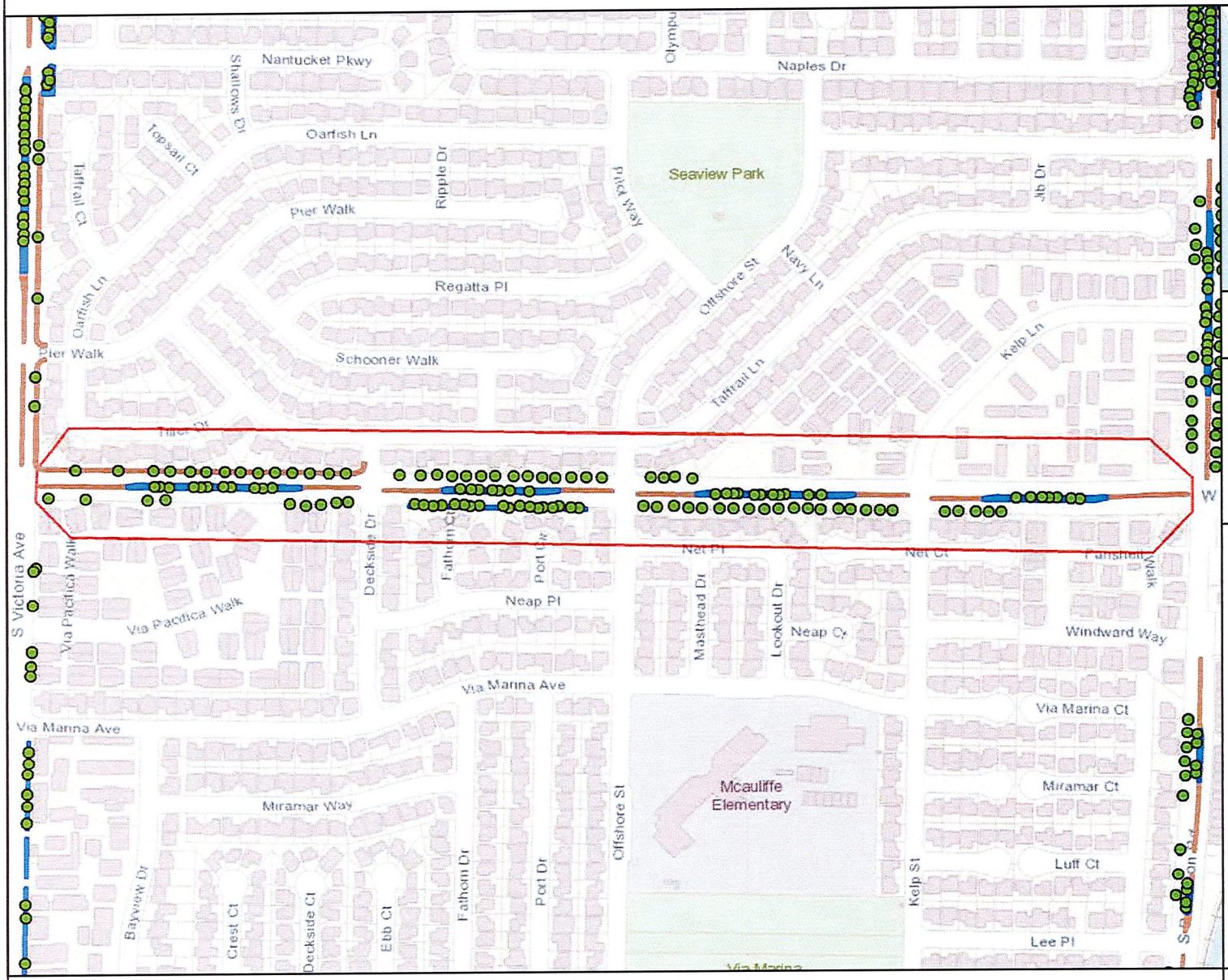
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

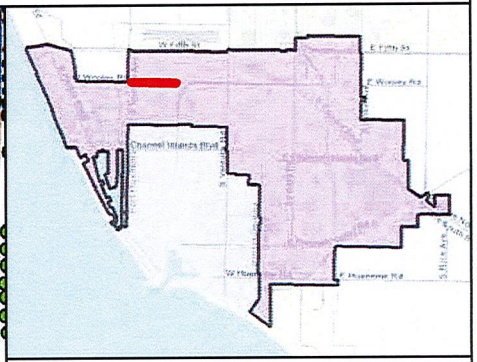
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 47 OF 51, WOOLEY 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~30,860 SQ FT
~0.71 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~17,365 SQ FT
~0.4 ACRES

PROJECT TREES:
118 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

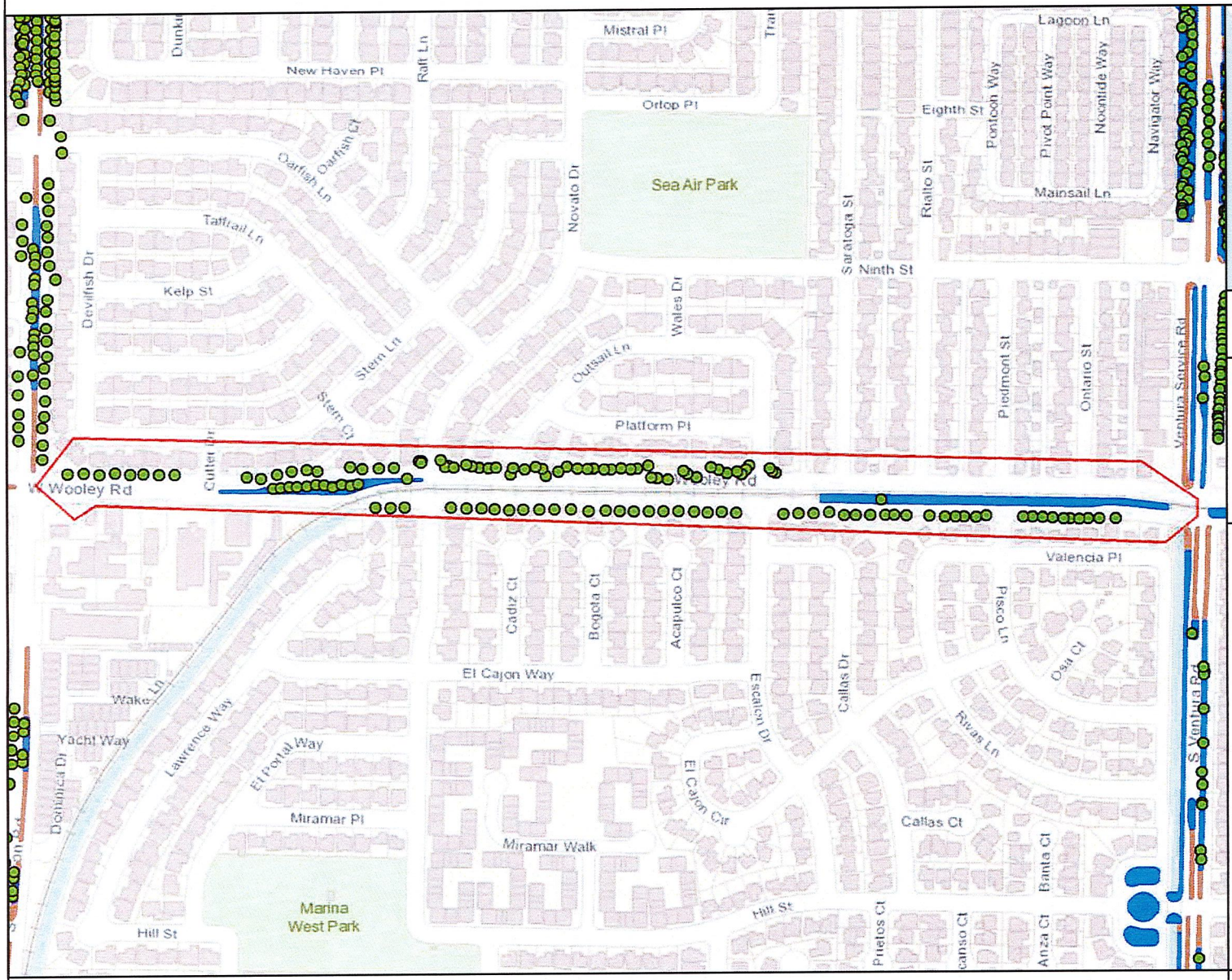
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

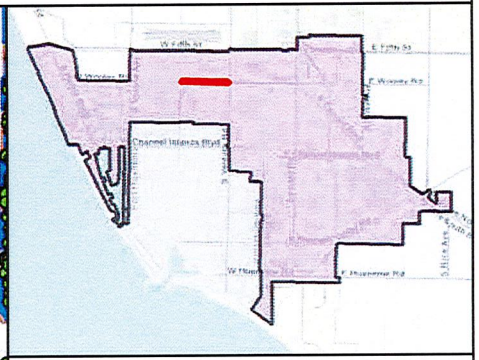
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 48 OF 51, WOOLEY 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~34,887 SQ FT
~0.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
125 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

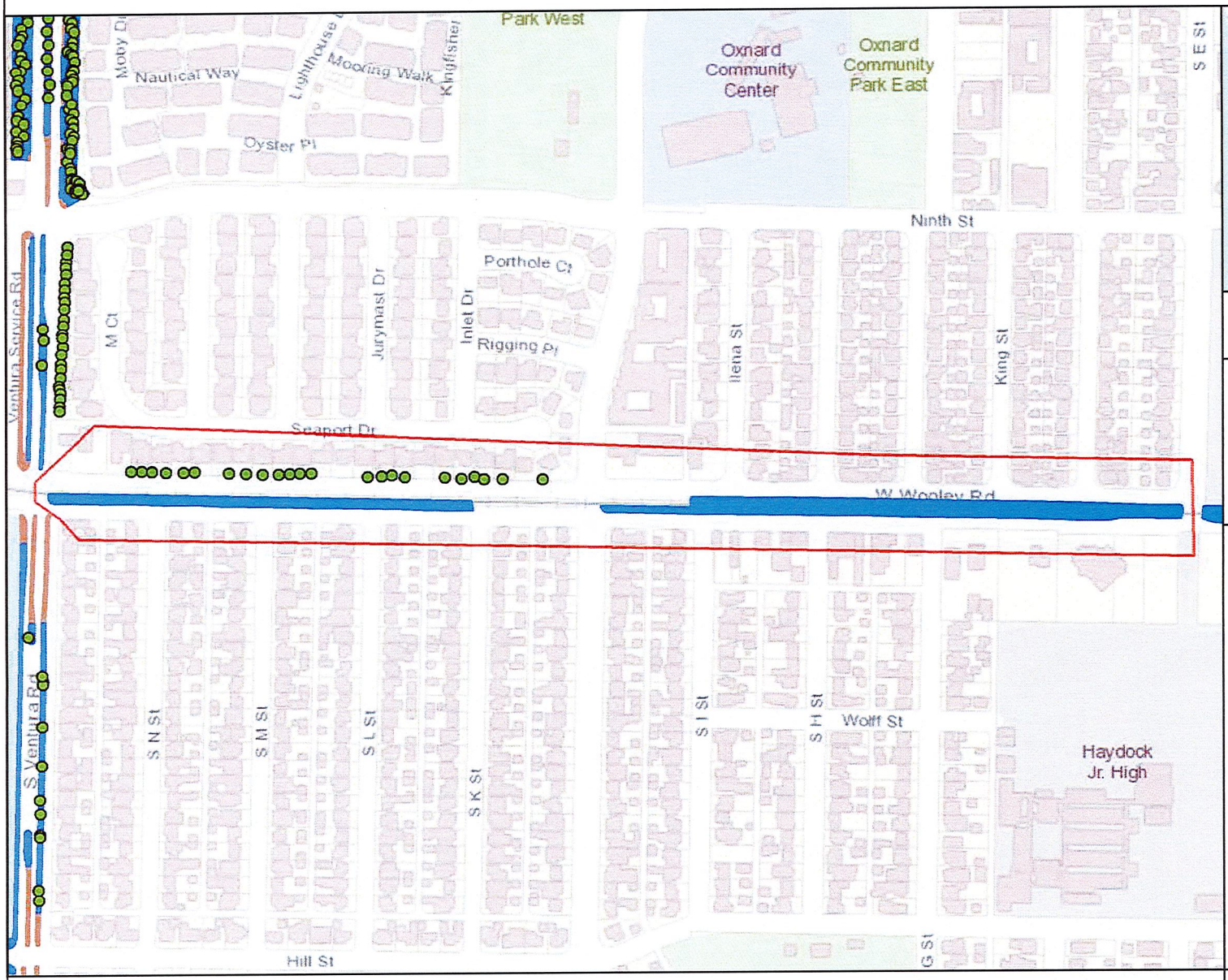
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

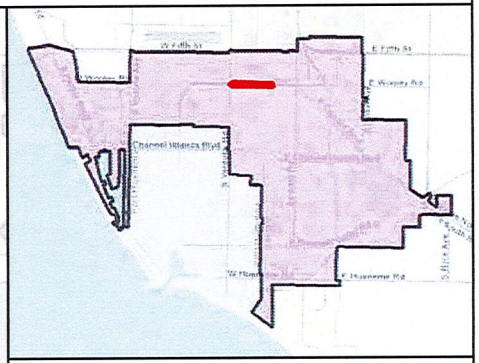
N
W E
S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 49 OF 51, WOOLEY 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~94,522 SQ FT
~2.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
23 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

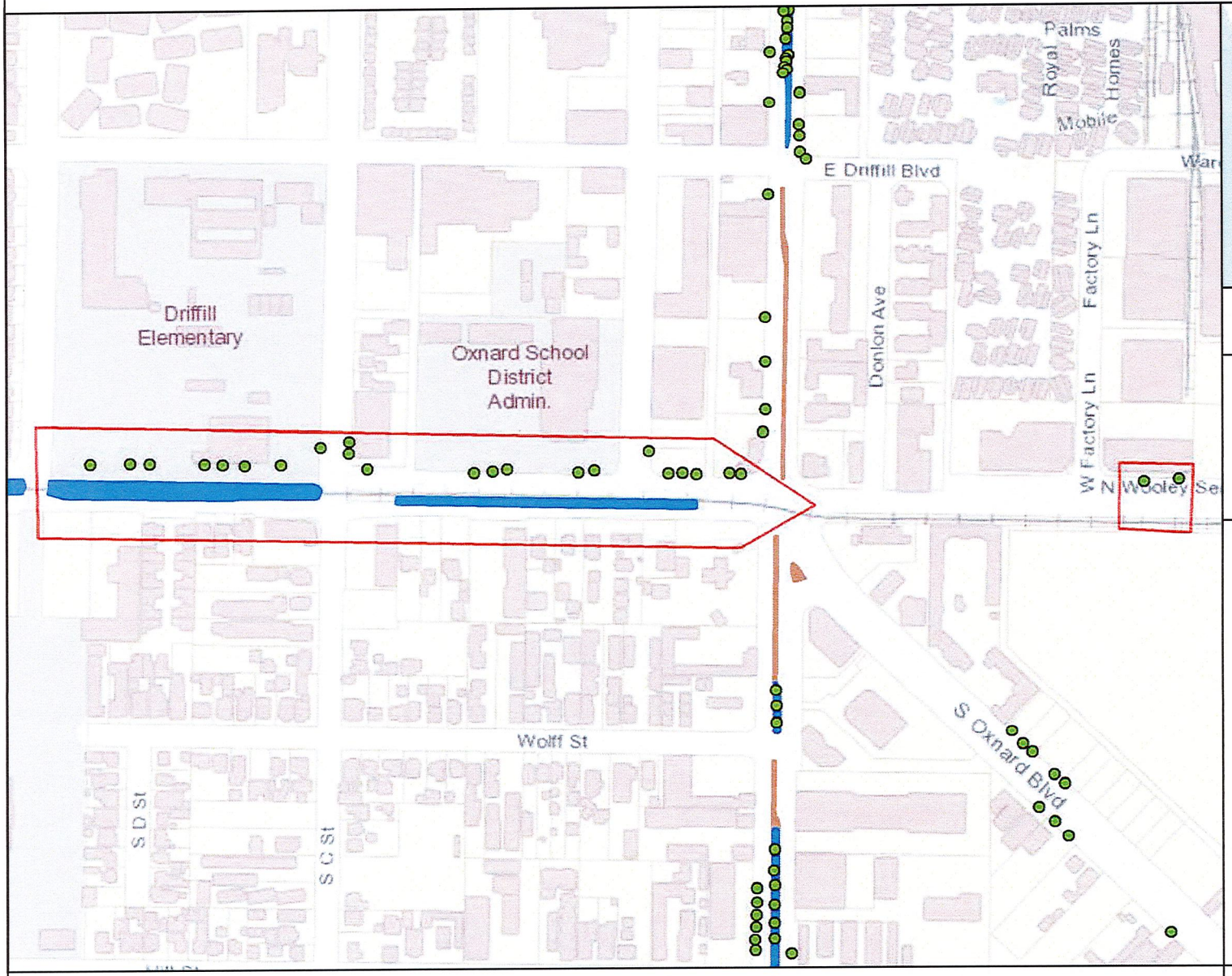
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

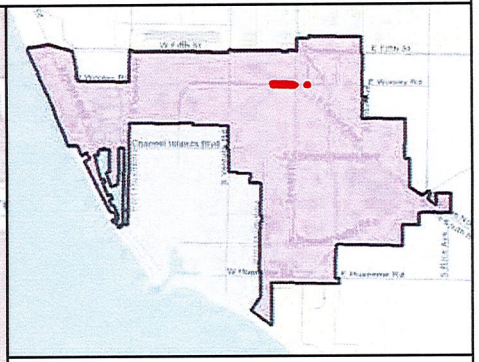
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 50 OF 51, WOOLEY 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,348 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
24 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

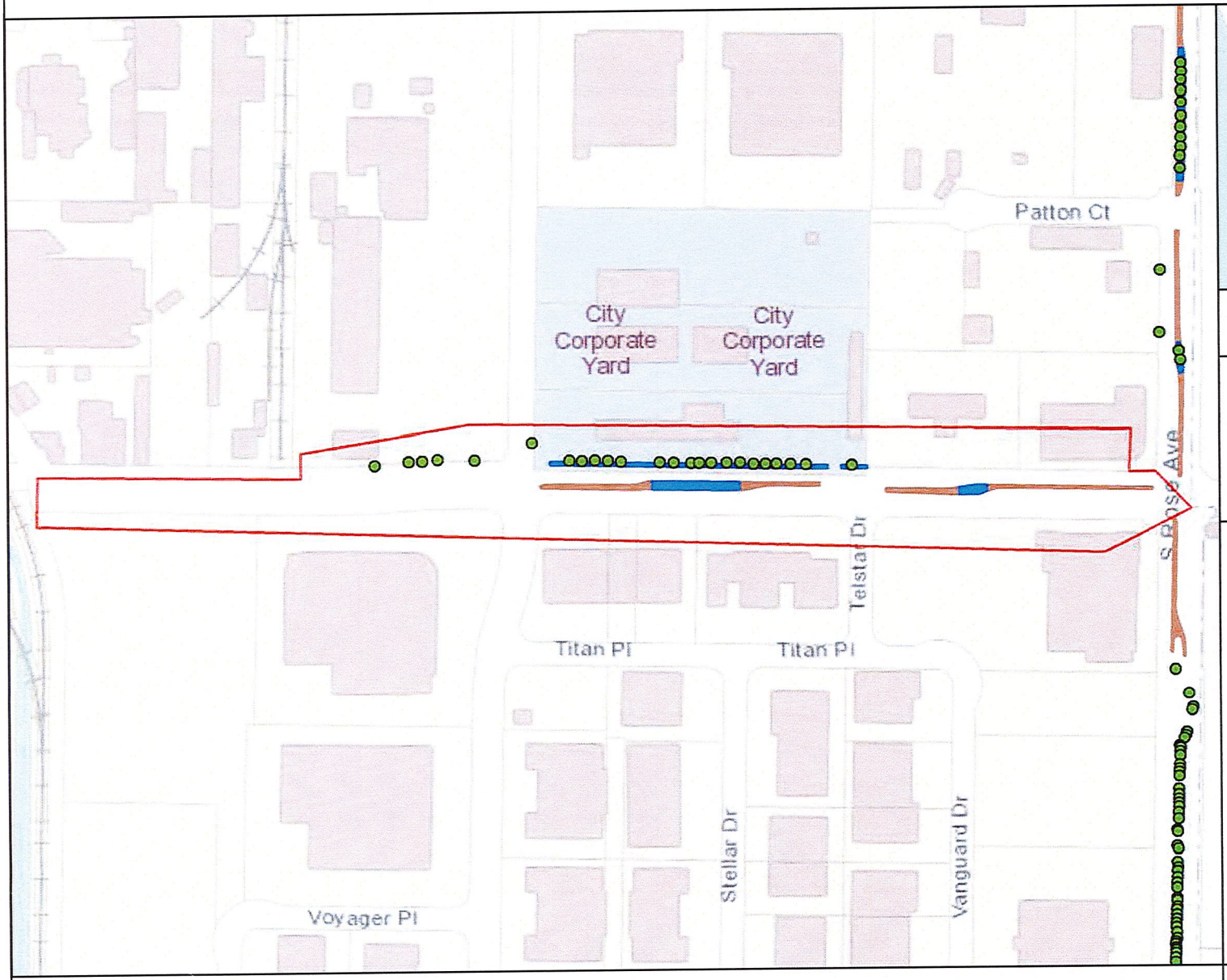
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

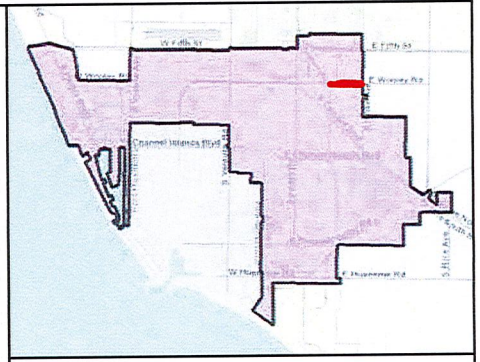
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 51 OF 51, WOOLEY 6





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,096 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,649 SQ FT
~0.13 ACRES

PROJECT TREES:
24 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscaping Maintenance, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on June 29, 2021, by City and Vendor.

City and Vendor agree as follows:

1. Section 3 of the Cover Page of the Agreement, is hereby amended to state: "Services: Landscape Maintenance located in Medians and Parkways within Region 3."

2. Section 4 of the Cover Page of the Agreement, is hereby amended to state: "Schedule of Services: Monthly Landscape Maintenance in Medians and Parkways; twice monthly mowing in Parkways within Region 3 of Location Map which is attached hereto and incorporated herein."

3. Section 6 of the Cover Page of the Agreement, is hereby amended to state: "Total Agreement Amount: $2,575,000.00"

4. The reference to the "Rates and Cost Exhibit" everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to "Rates and Cost Exhibit-June 2022." The "Rates and Cost Exhibit" is hereby disincorporated; instead, the "Rates and Cost Exhibit-June 2022" is attached hereto and incorporated herein by this reference.

5. The reference to the "Region 3 Detail Maps" Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the attached "Region 3 Work Detail as of June 2022" Exhibit. The attached "Region 3 Work Detail as of June 2022" Exhibit is attached hereto and incorporated herein by this reference.

6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
9/6/22
DATE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

9-6-22

☒ John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ _____, Purchasing Manager

☐ _____, Buyer

GARCIA'S LANDSCAPING MAINTENANCE, INC.

6/13/22

Pablo Garcia, President Date

6/23/22

Tenley Garcia, Secretary Date

ATTEST:

9/6/22

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

By _____ 6/23/2022

Stephen M. Fischer, City Attorney (always required) Date

1

2

RATES AND COSTS EXHIBIT- JUNE 2022

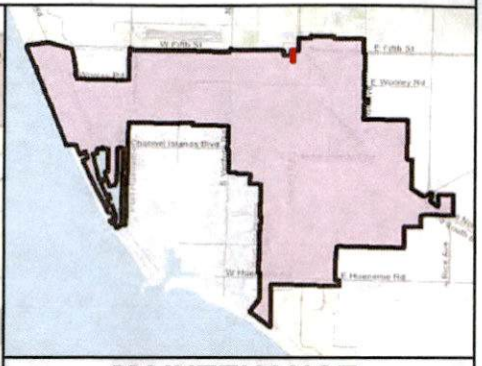
The Vendor shall provide twice monthly Landscape Maintenance Services within the City's Landscape Medians and Parkways located with Region 3

	Monthly Cost
Twice Monthly Service Region 3 Areas	$74,935
Non-Selective herbicide applicate	$225/acre
Hourly Rate for as-needed tasks	$40.00/hour
Material markup rate for as-needed tasks	15%

REGION 3 WORK DETAIL
AS OF June 2022

REGION 3 WORK DETAIL: PAGE 1 OF 27, A ST SOUTH 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,290.14 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

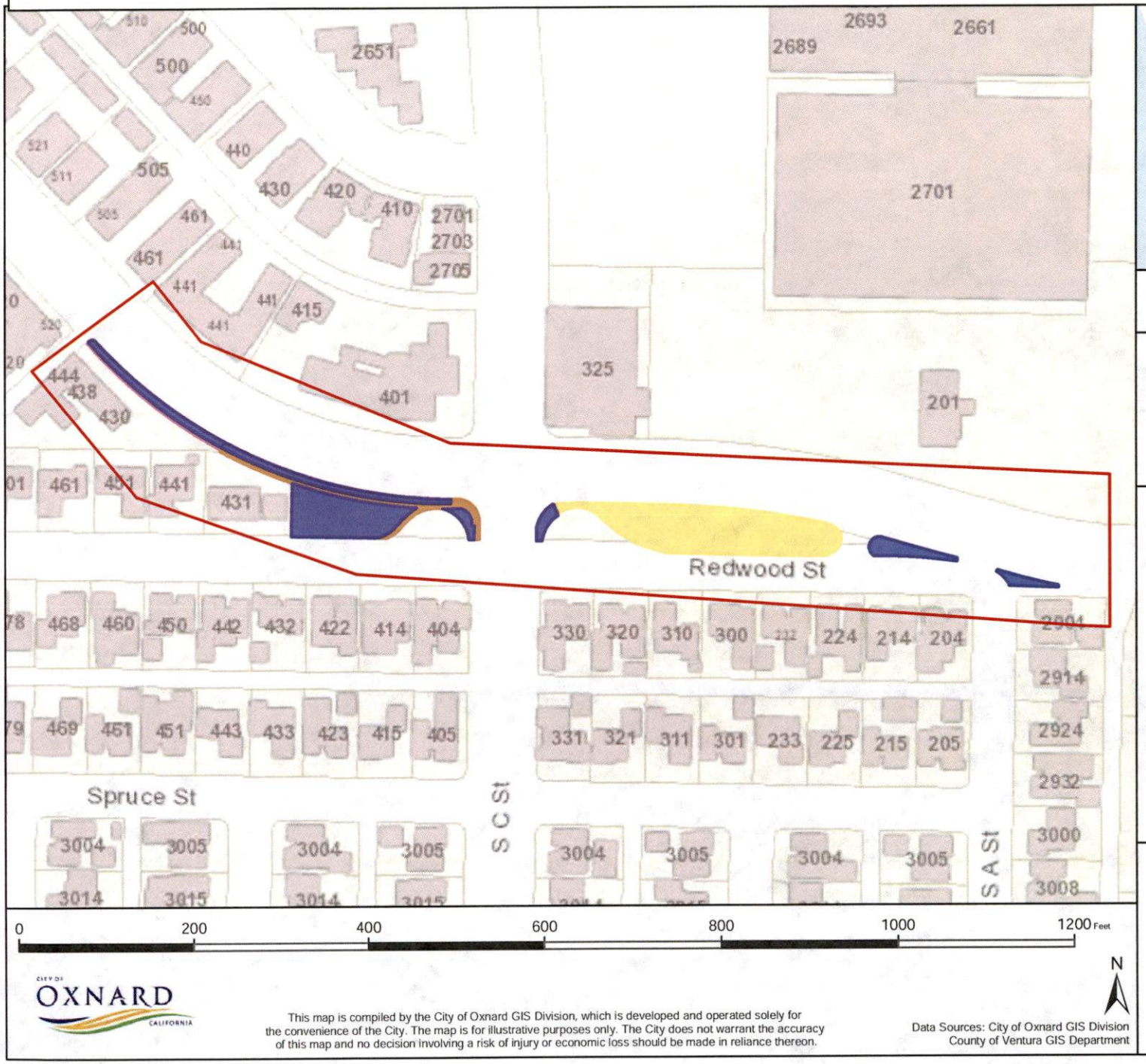
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

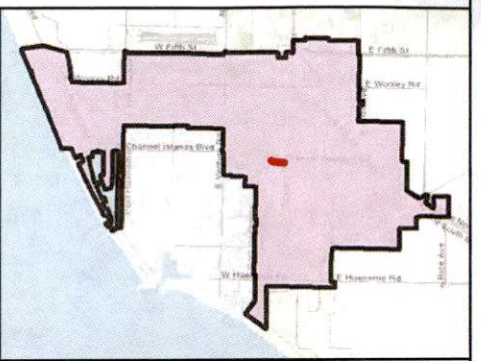
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 2 OF 27, CHANNEL ISLANDS 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,386.58 SQ FT
~0.26 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,221.34 SQ FT
~0.05 ACRES

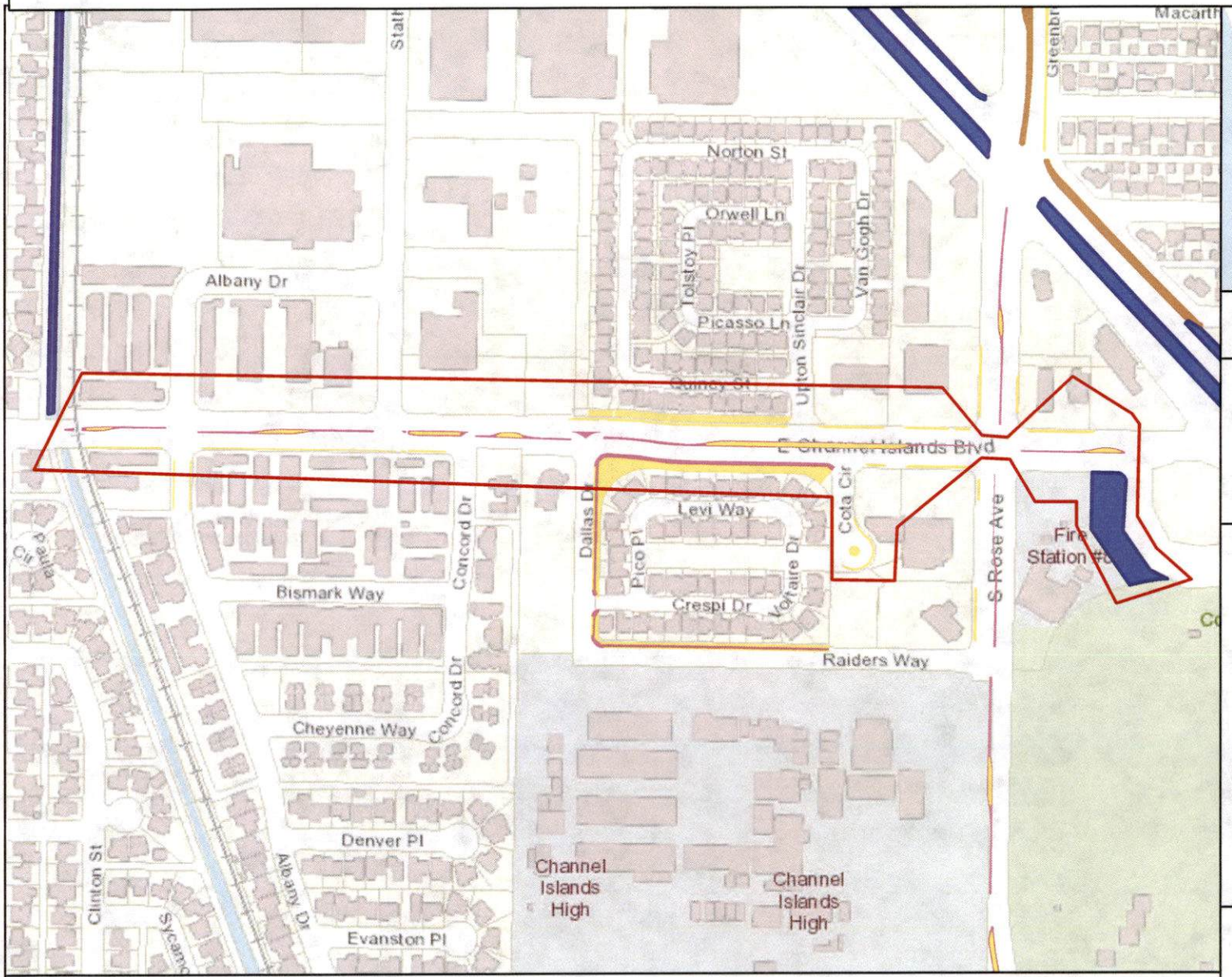
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

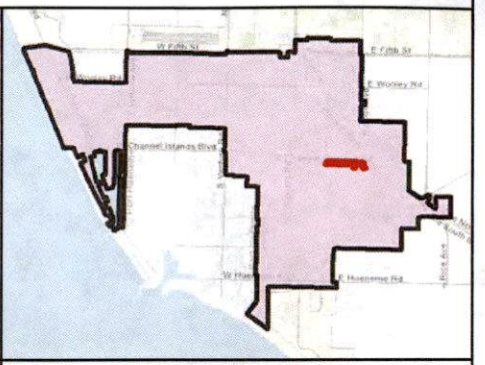
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 3 OF 27, CHANNEL ISLANDS 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~27,177.32 SQ FT
~0.62 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

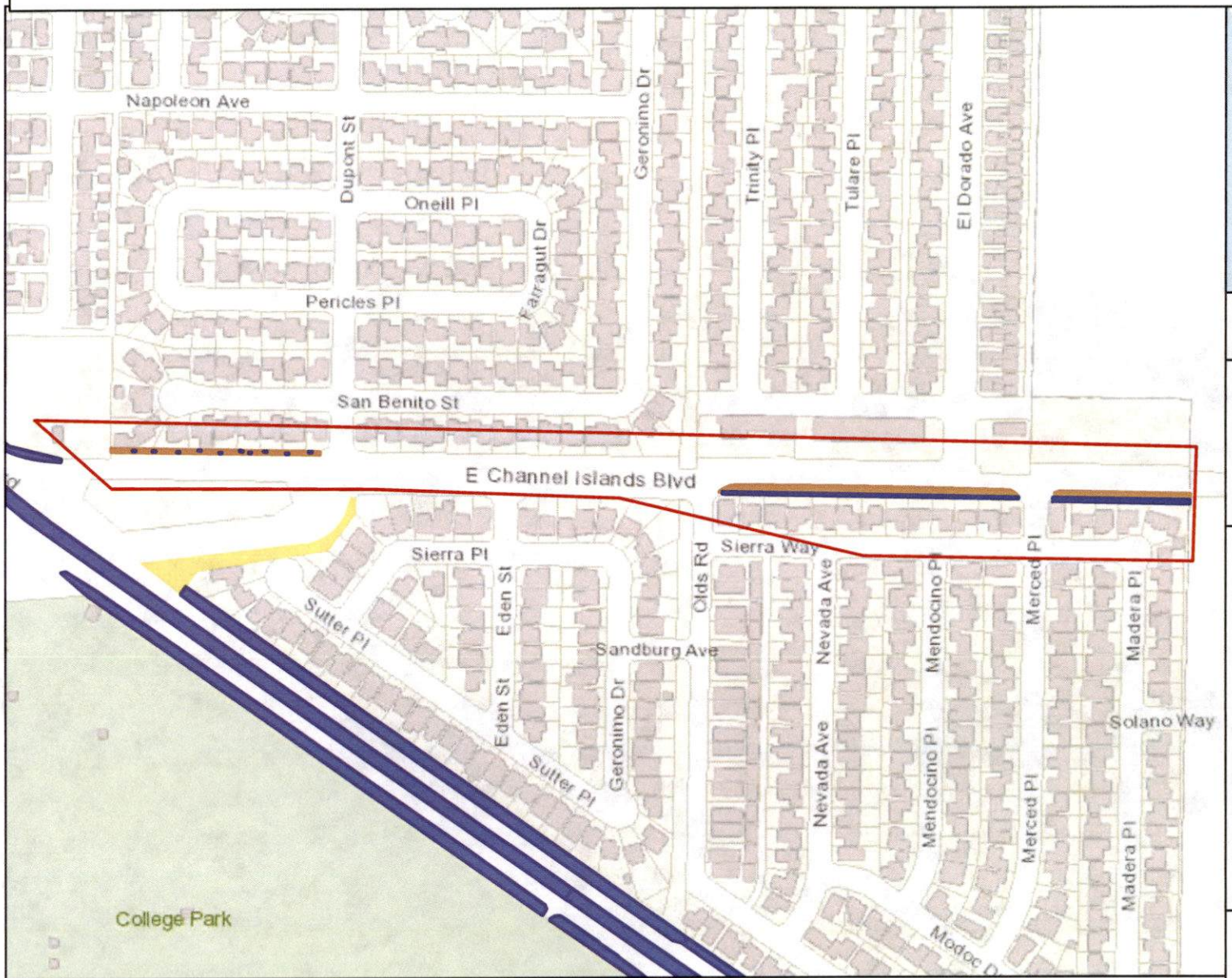
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

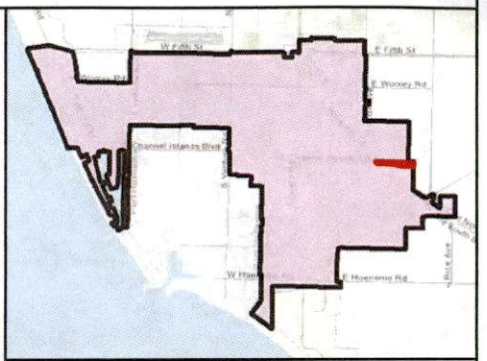
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 4 OF 27, CHANNELS ISLANDS 5





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,431.17 SQ FT
~0.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~23,724.89 SQ FT
~0.54 ACRES

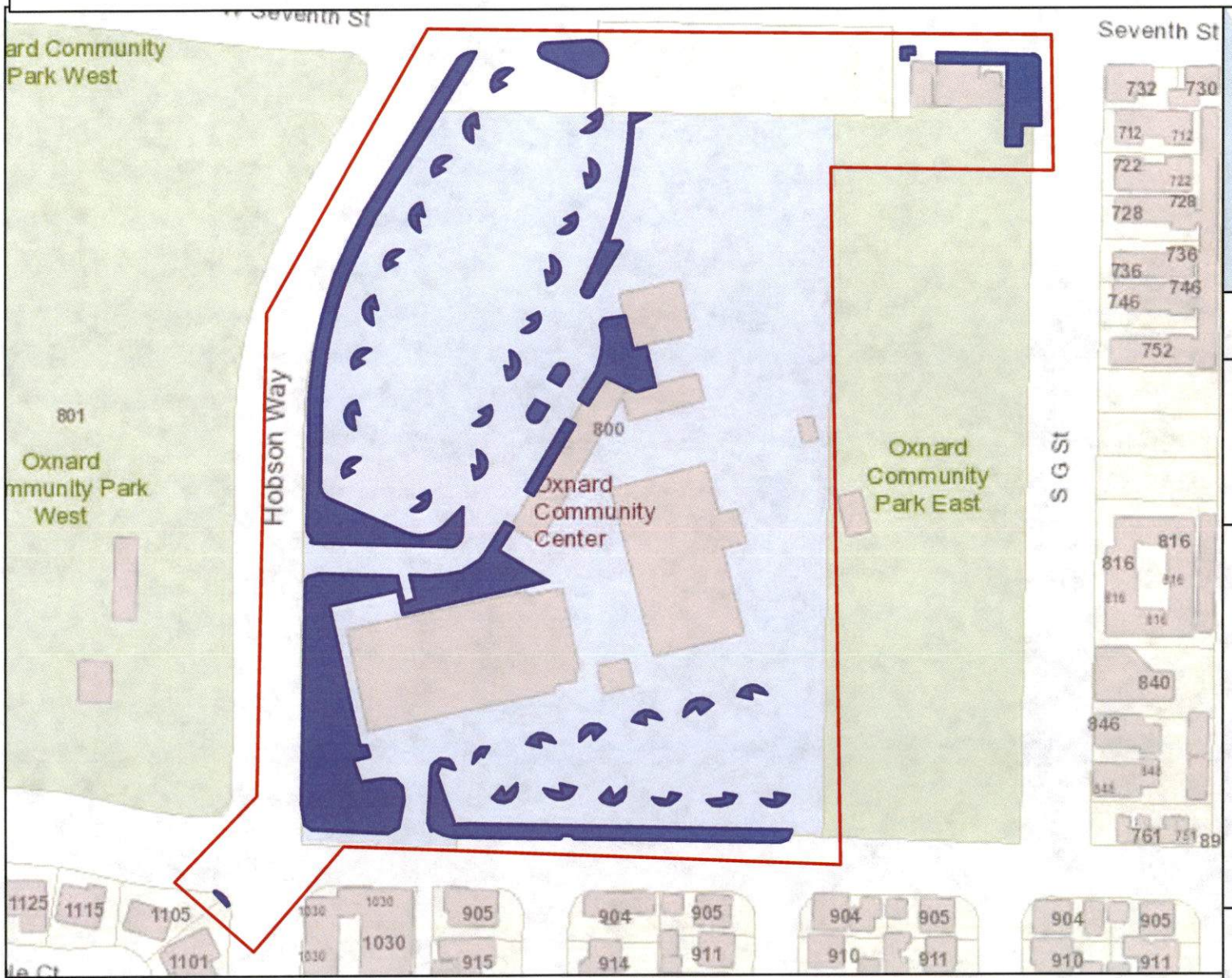
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

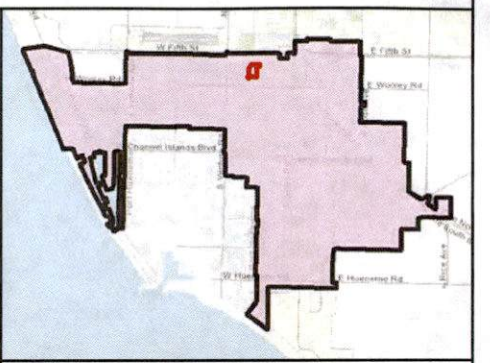
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 5 OF 27, COMMUNITY PARK





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~69,582.11 SQ FT
~1.6 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

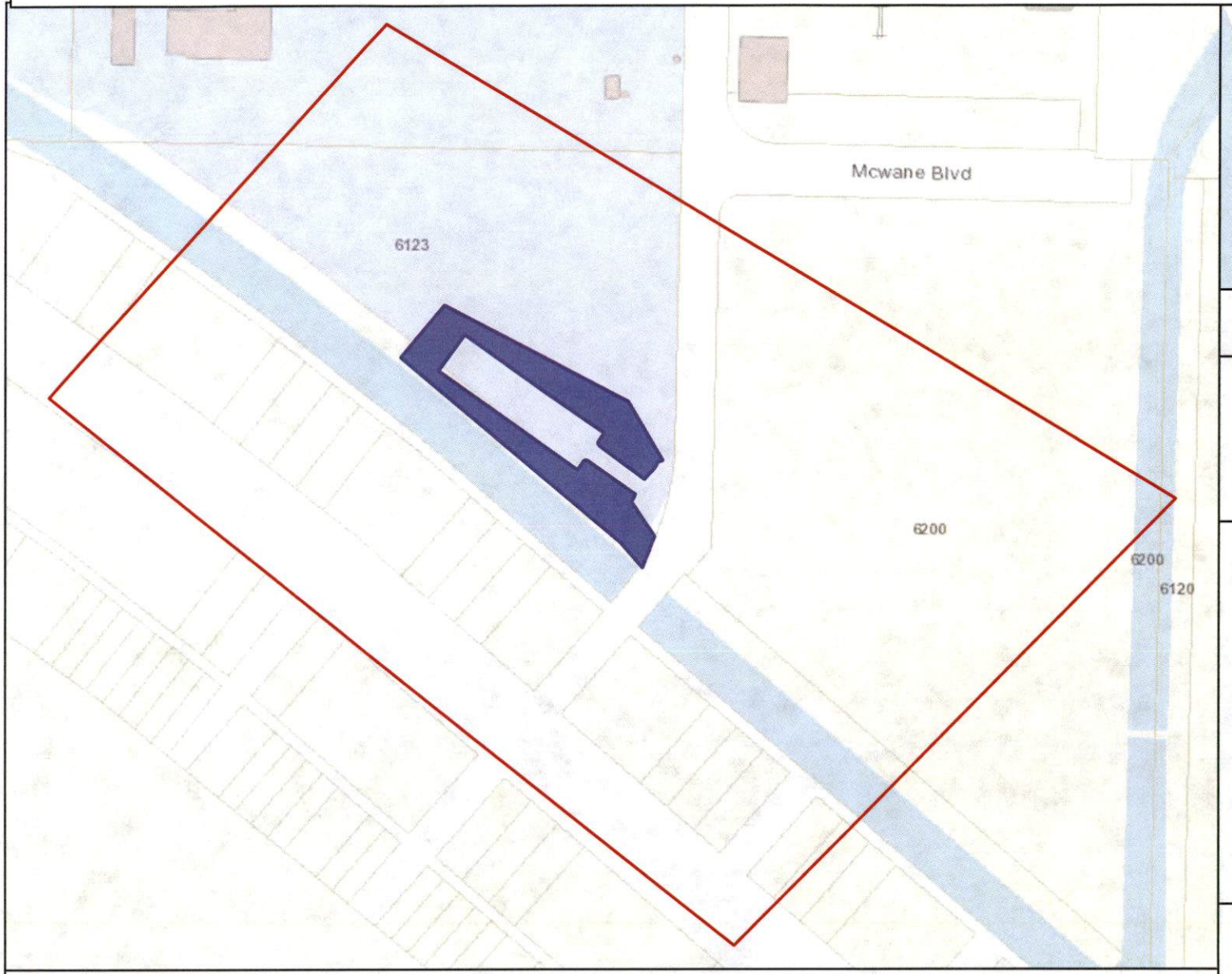
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

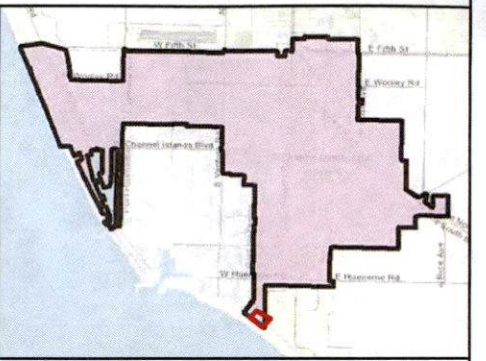
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 6 OF 27, PERKINS PARKING LOT





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~35,223.14 SQ FT
~0.81 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 Feet

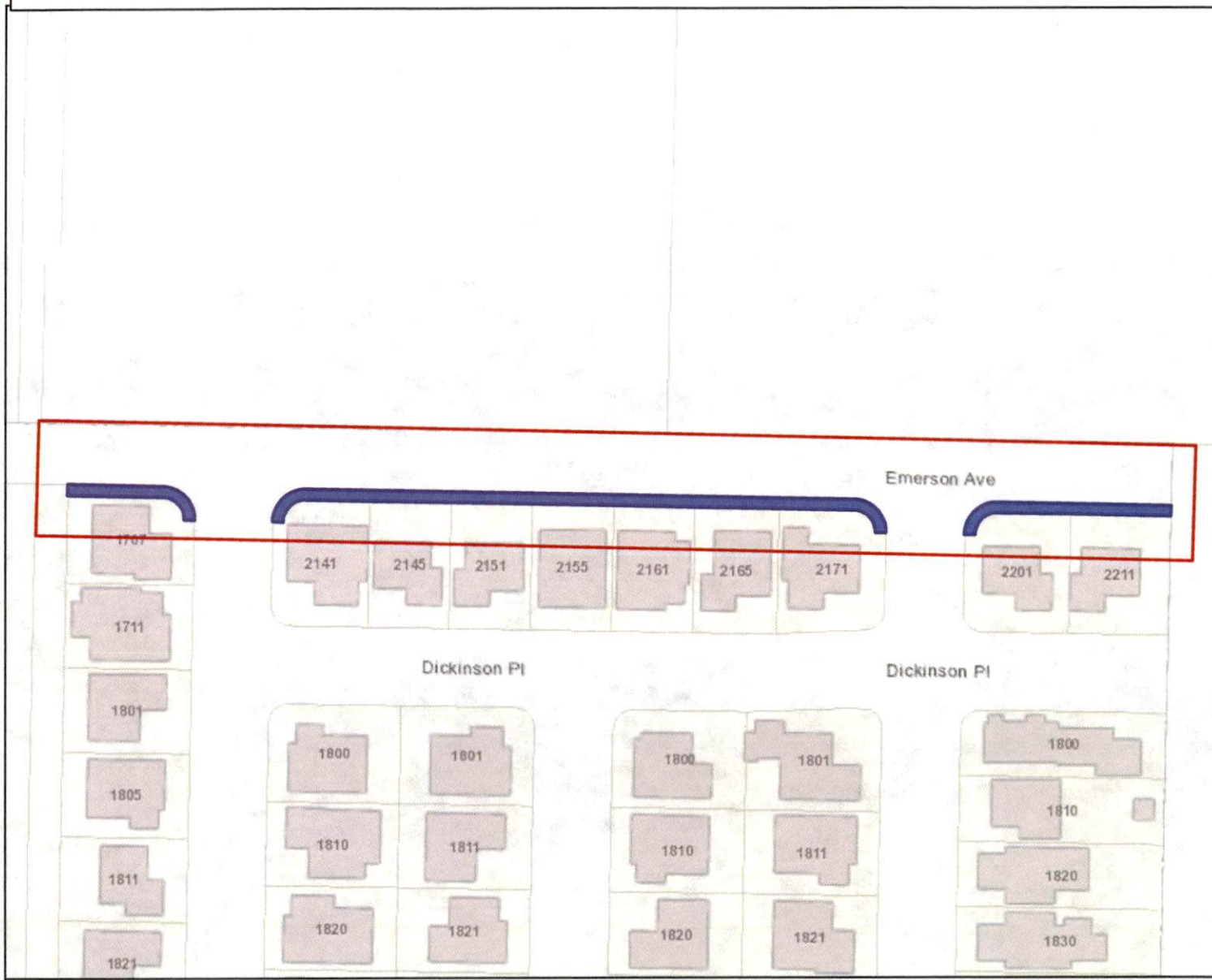
N

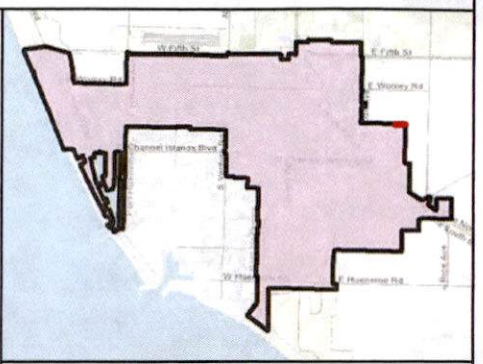
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 7 OF 27, EMERSON





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,055.39 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

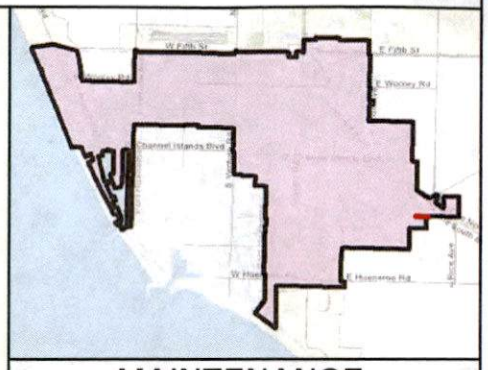
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 8 OF 27, ETTING





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,337.06 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

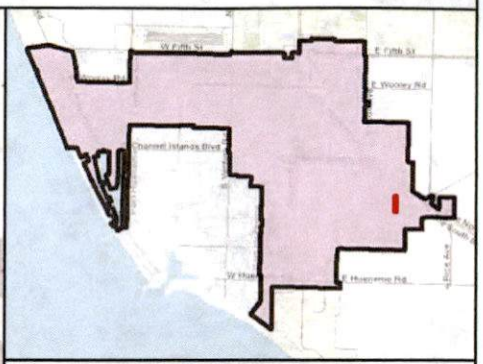
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 12 OF 27, OLDS





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,369.1 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,003.59 SQ FT
~0.28 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

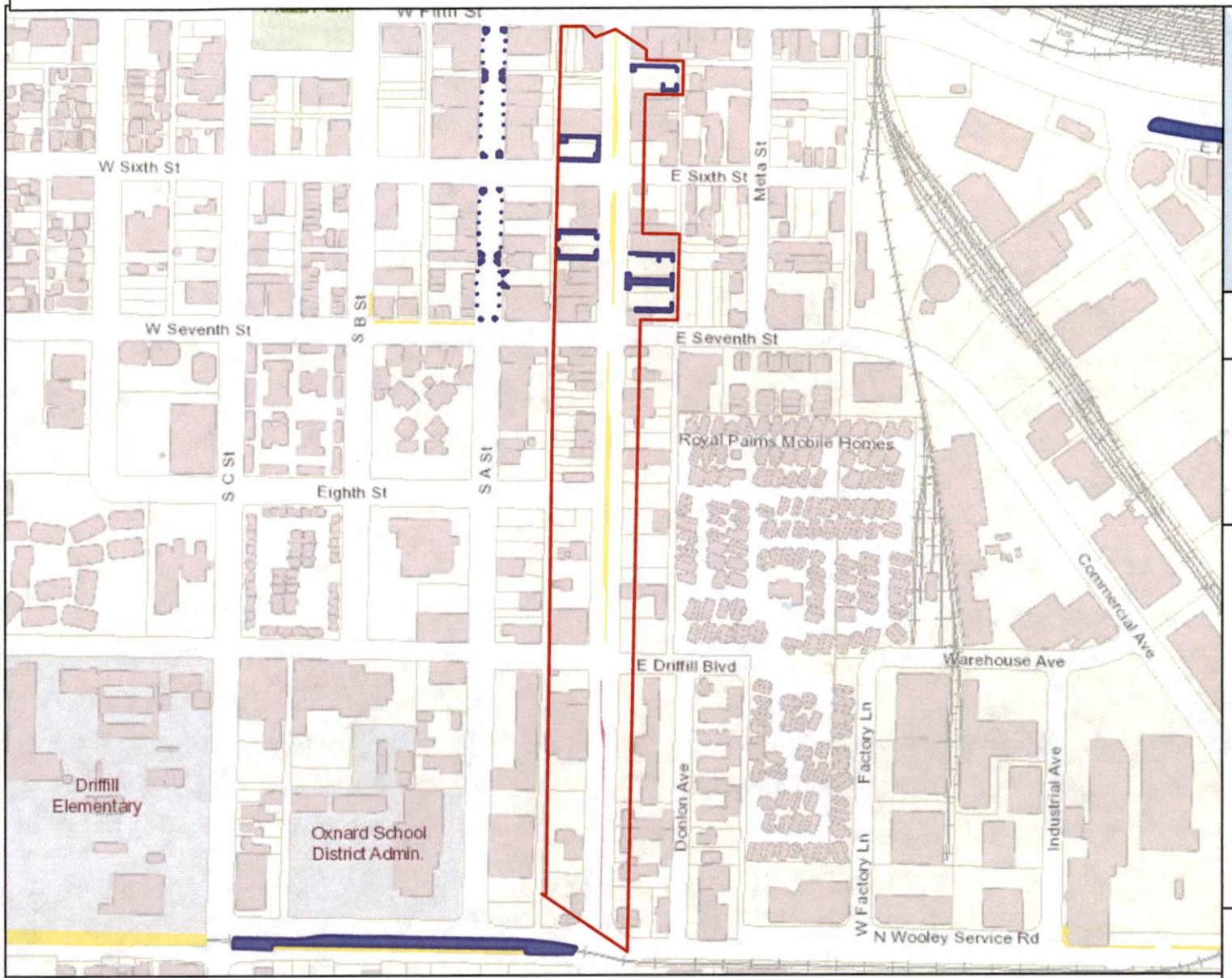
CITY OF OXNARD CALIFORNIA

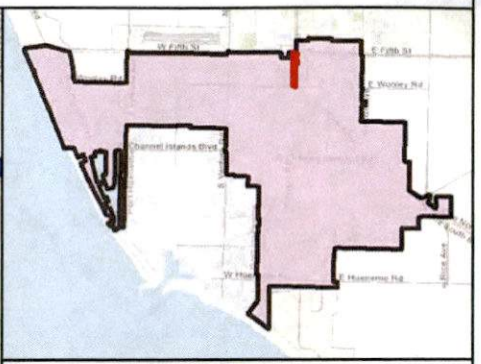
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

N

REGION 3 WORK DETAIL: PAGE 13 OF 27, OXNARD BL 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,488.77 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~35.66 SQ FT
~0 ACRES

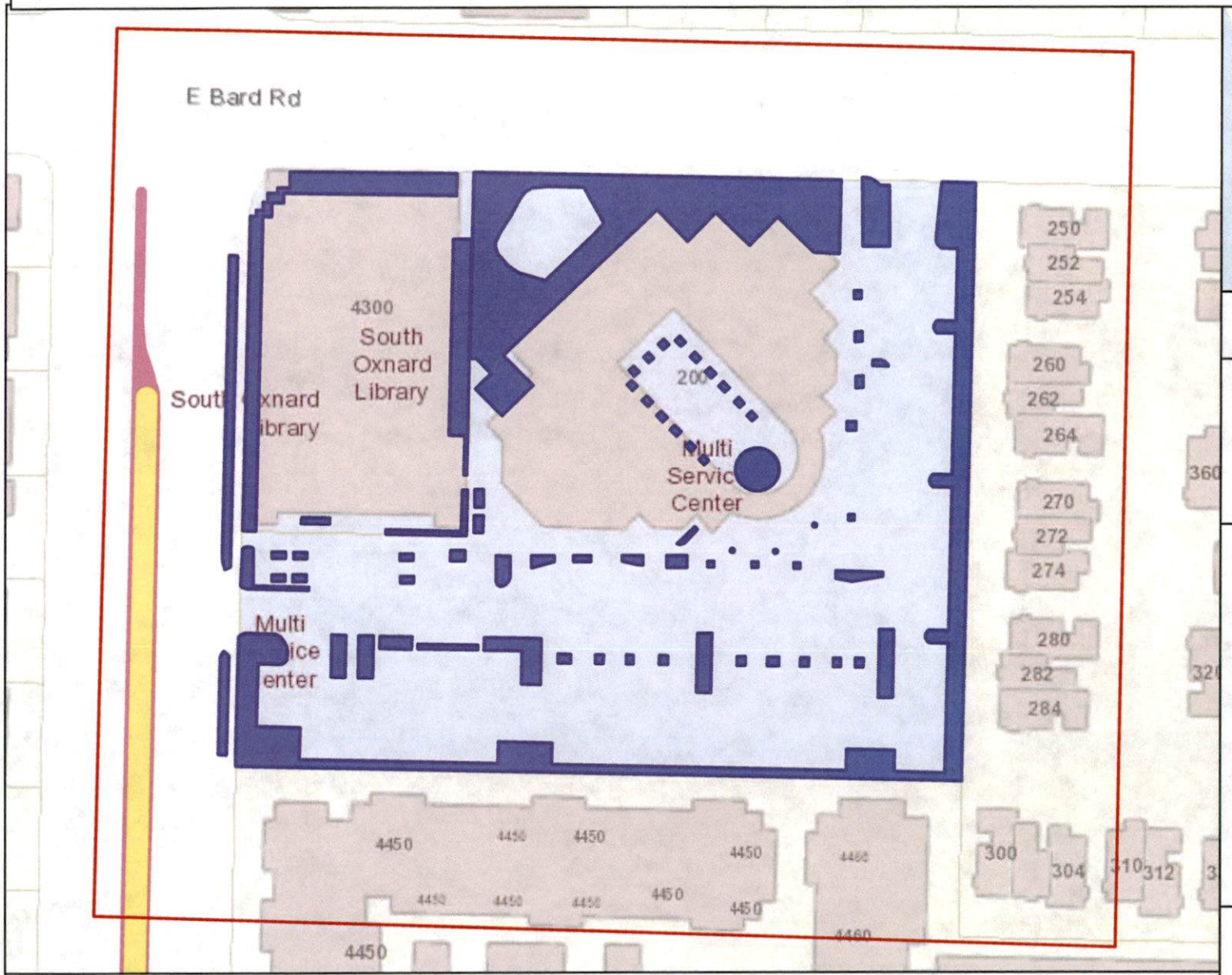
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

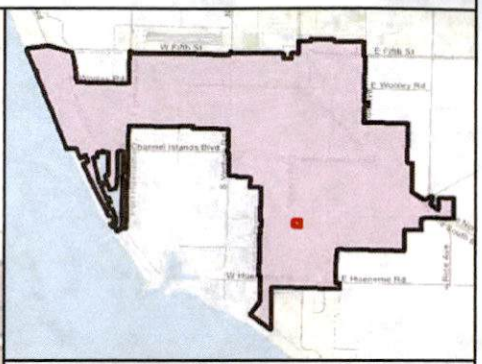
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 17 OF 27, MULTI-SERVICE CENTER





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,635.53 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

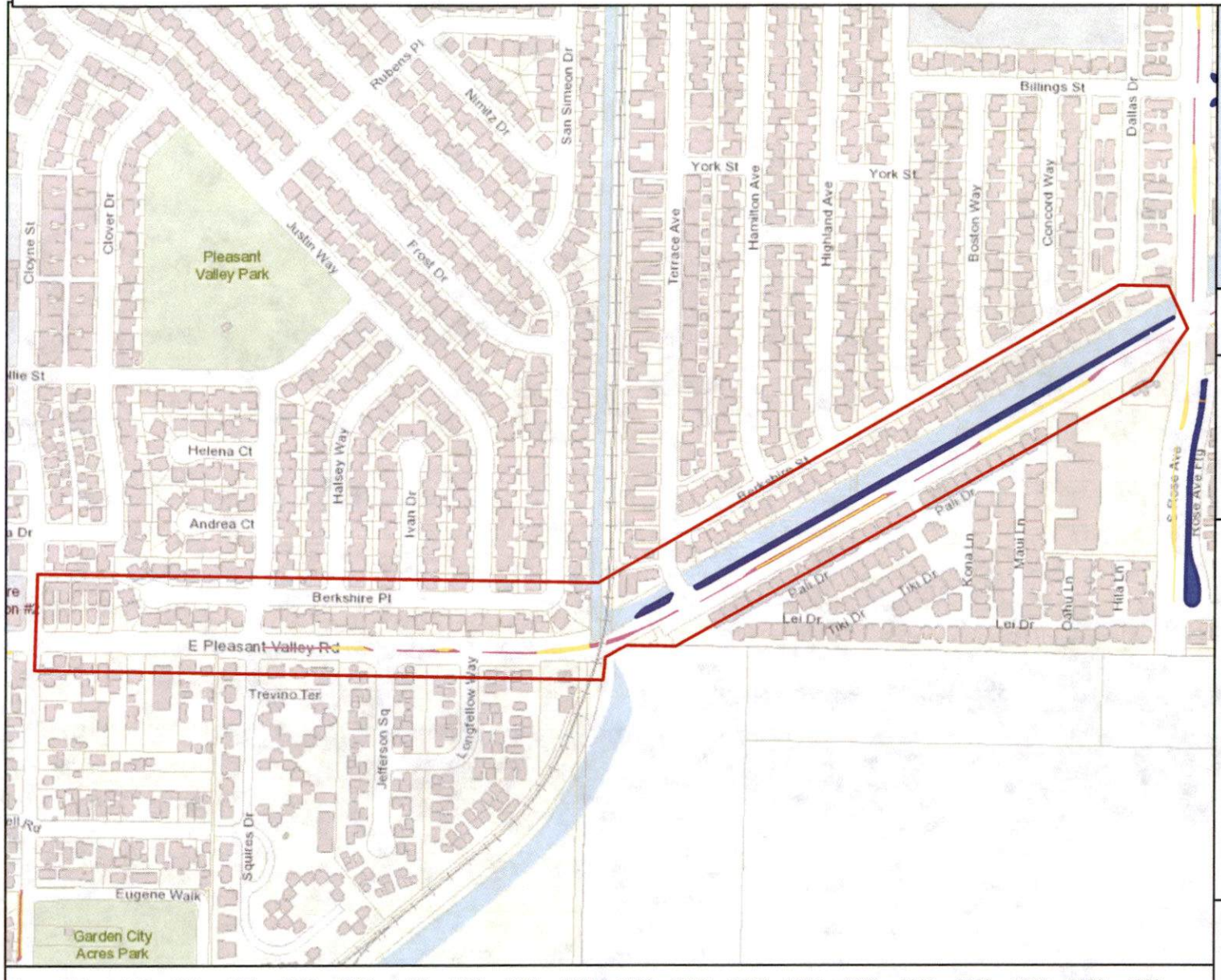
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

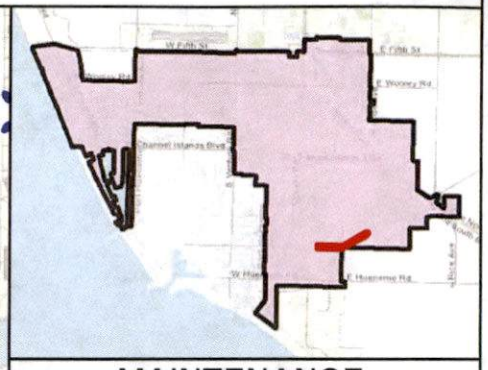
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 18 OF 27, PLEASANT VALLEY RD 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,788.32 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

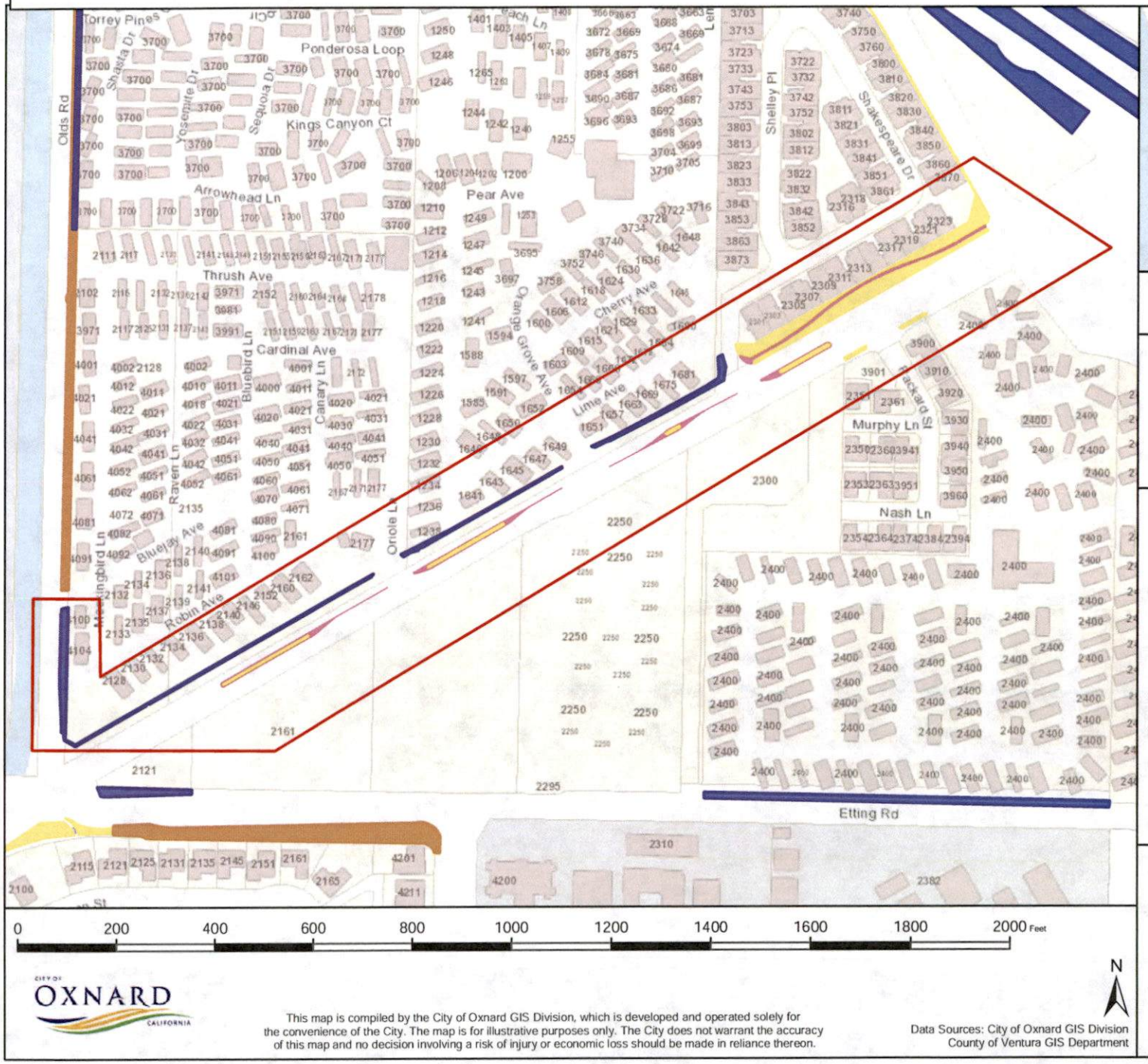
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

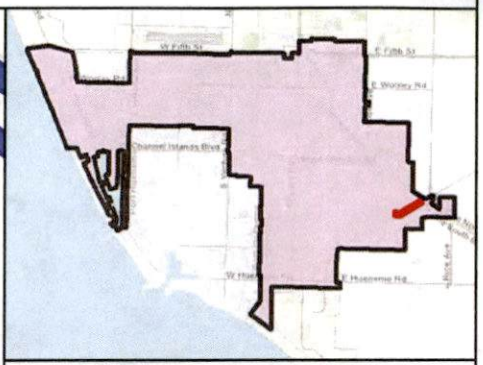
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 20 OF 27, PLEASANT VALLEY RD 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,985.6 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

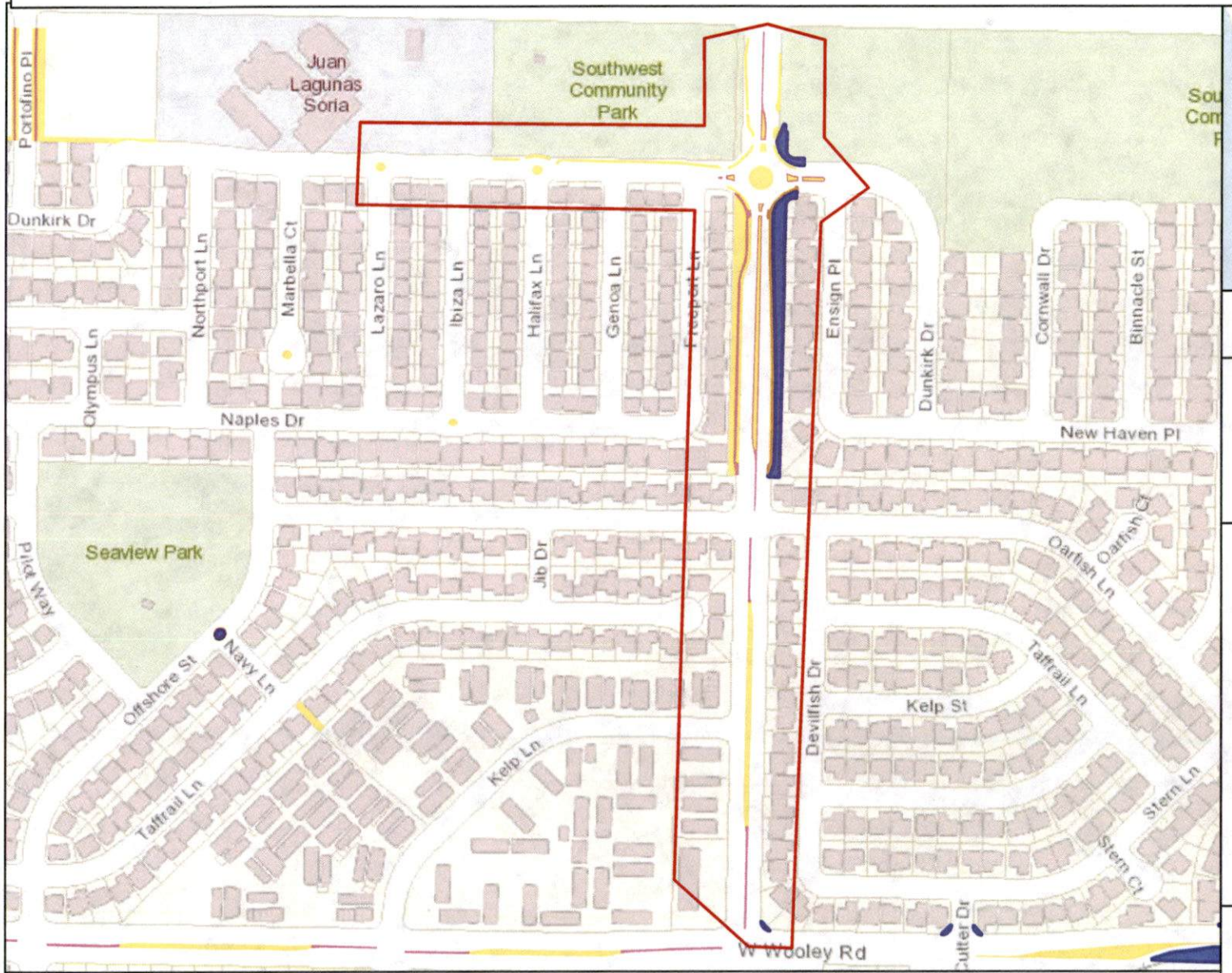
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

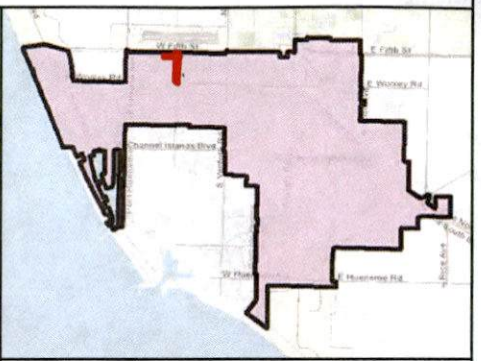
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 21 OF 27, PATTERSON 1/ DUNKIRK





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,408.9 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,380.72 SQ FT
~0.12 ACRES

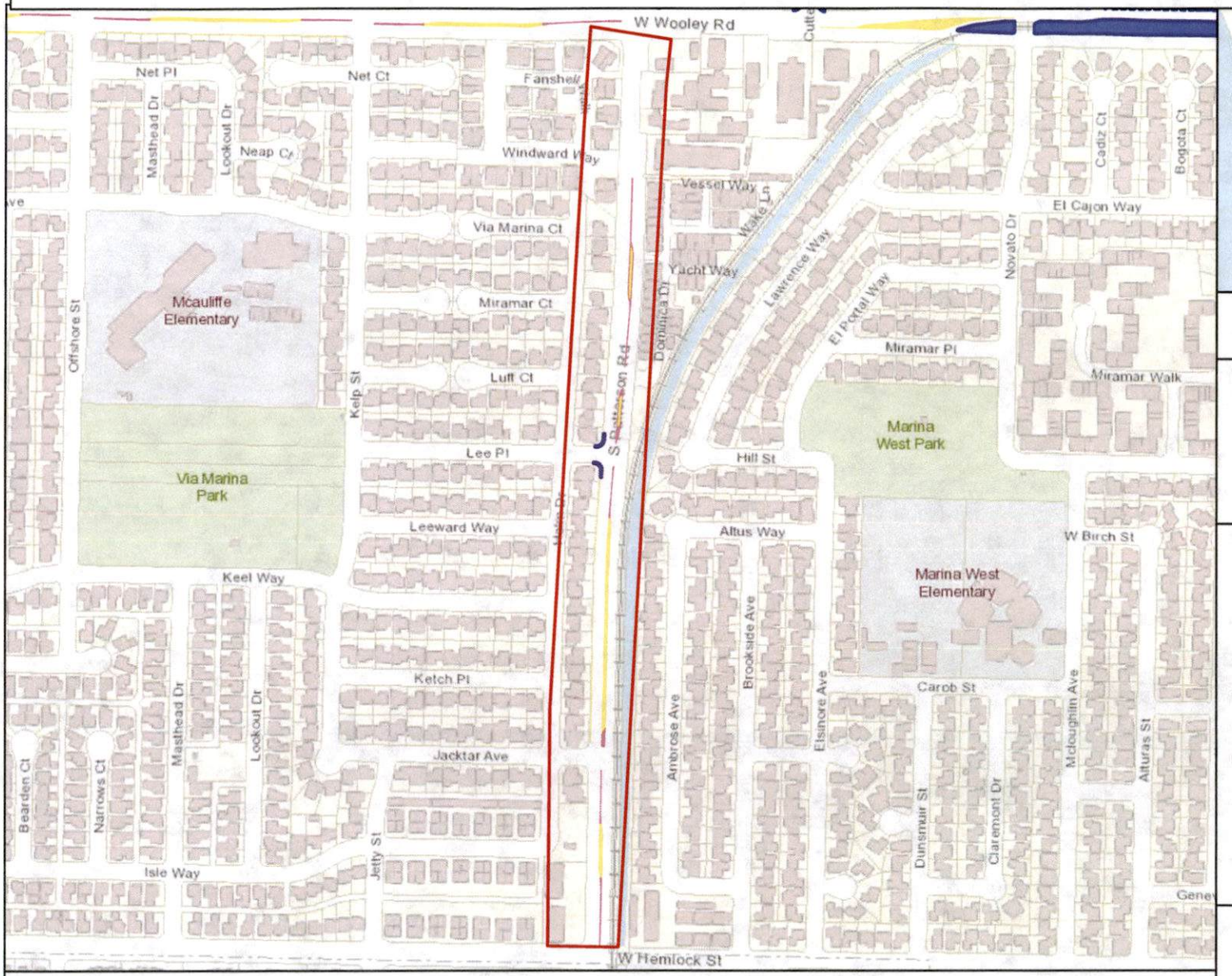
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

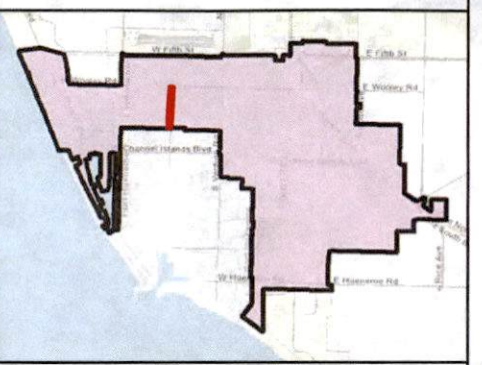
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 22 OF 27, PATTERSON 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~311.08 SQ FT
~0.01 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

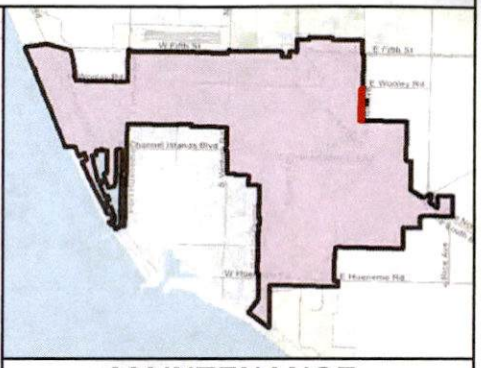
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 23 OF 27, ROSE AVE 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~30,557.97 SQ FT
~0.7 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

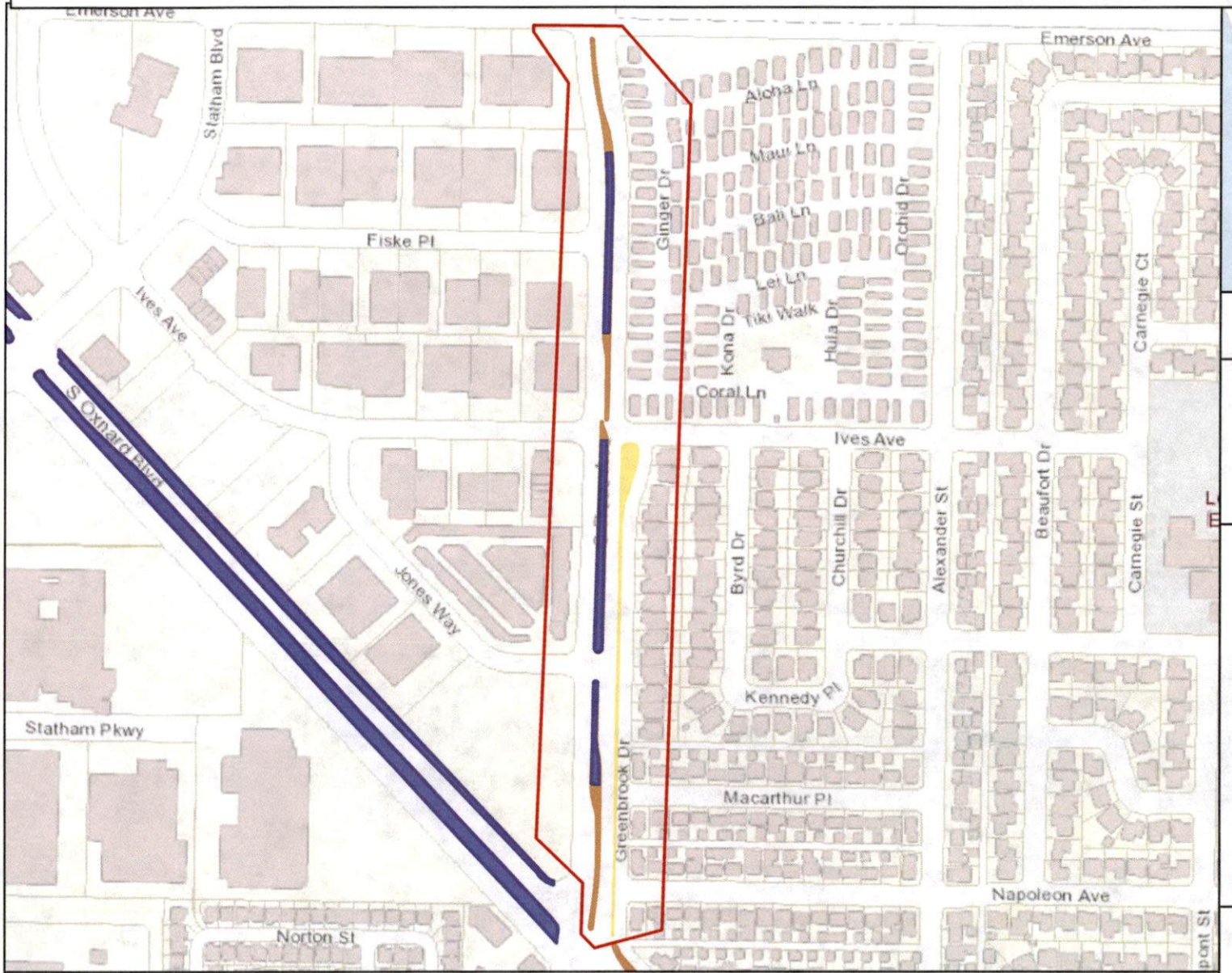
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

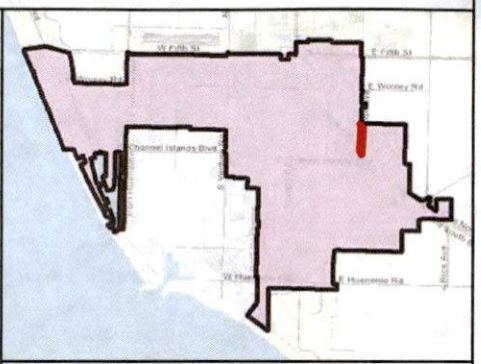
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 24 OF 27, ROSE AVE 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,467.18 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,647.64 SQ FT
~0.22 ACRES

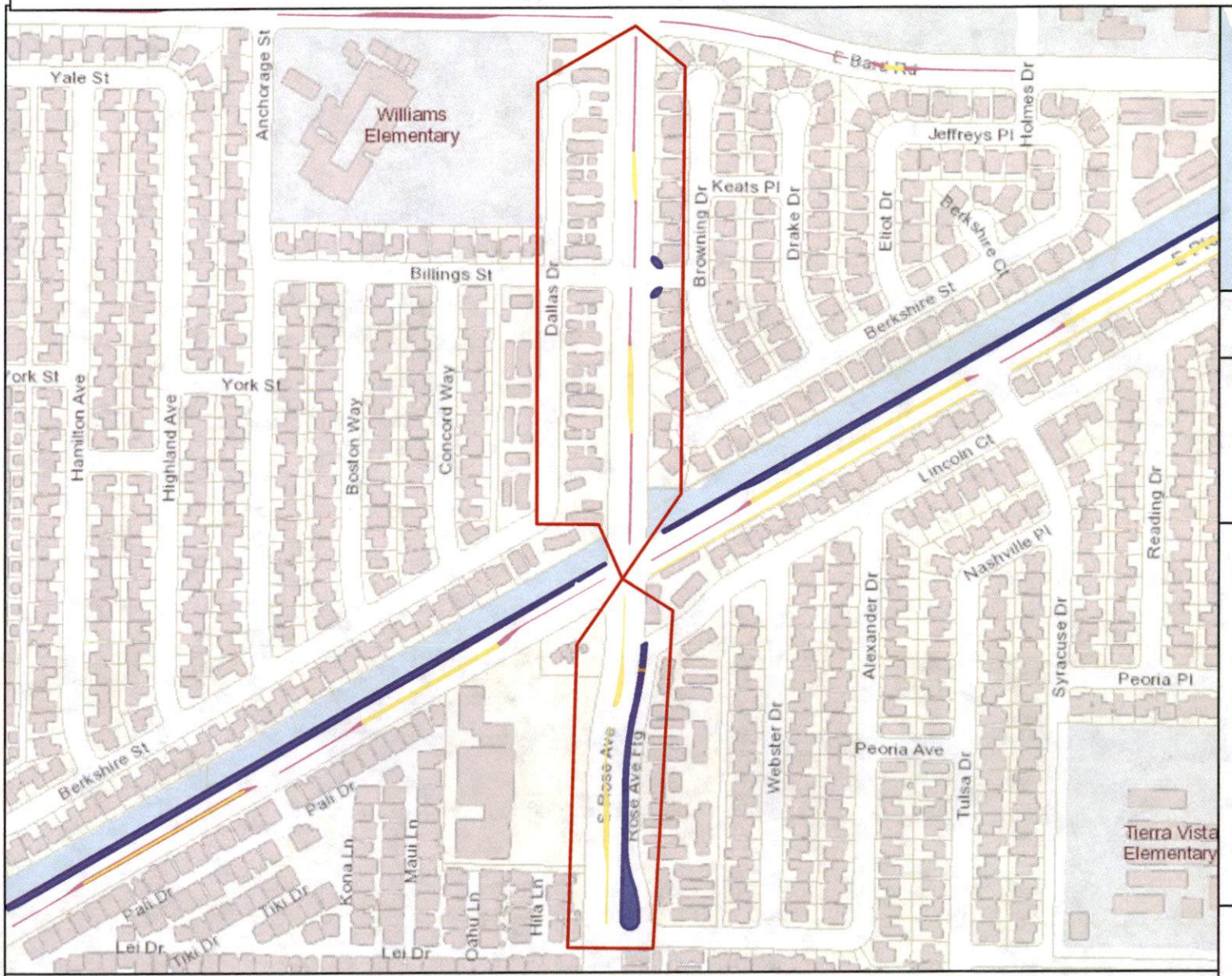
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

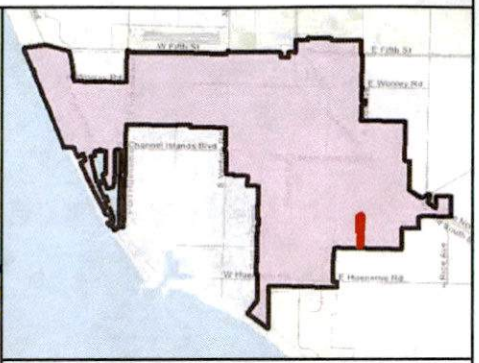
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 25 OF 27, ROSE AVE 6





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,615.01 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~200.48 SQ FT
~0 ACRES

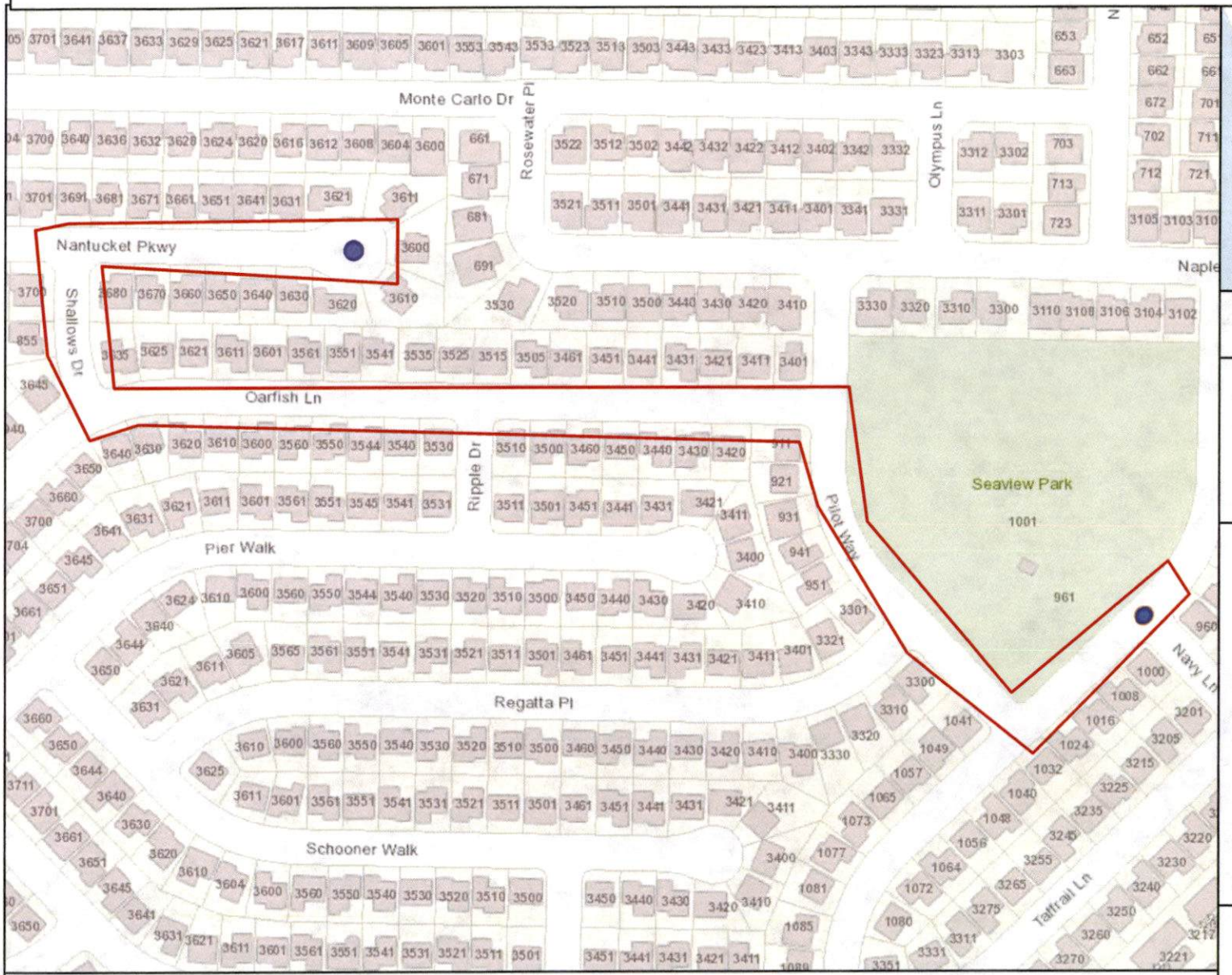
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

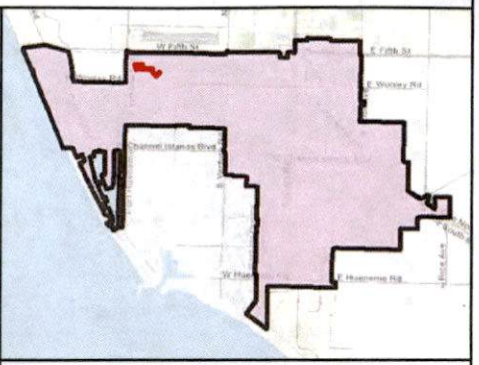
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 26 OF 27, SEAVIEW





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,105.79 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~157.43 SQ FT
~0 ACRES

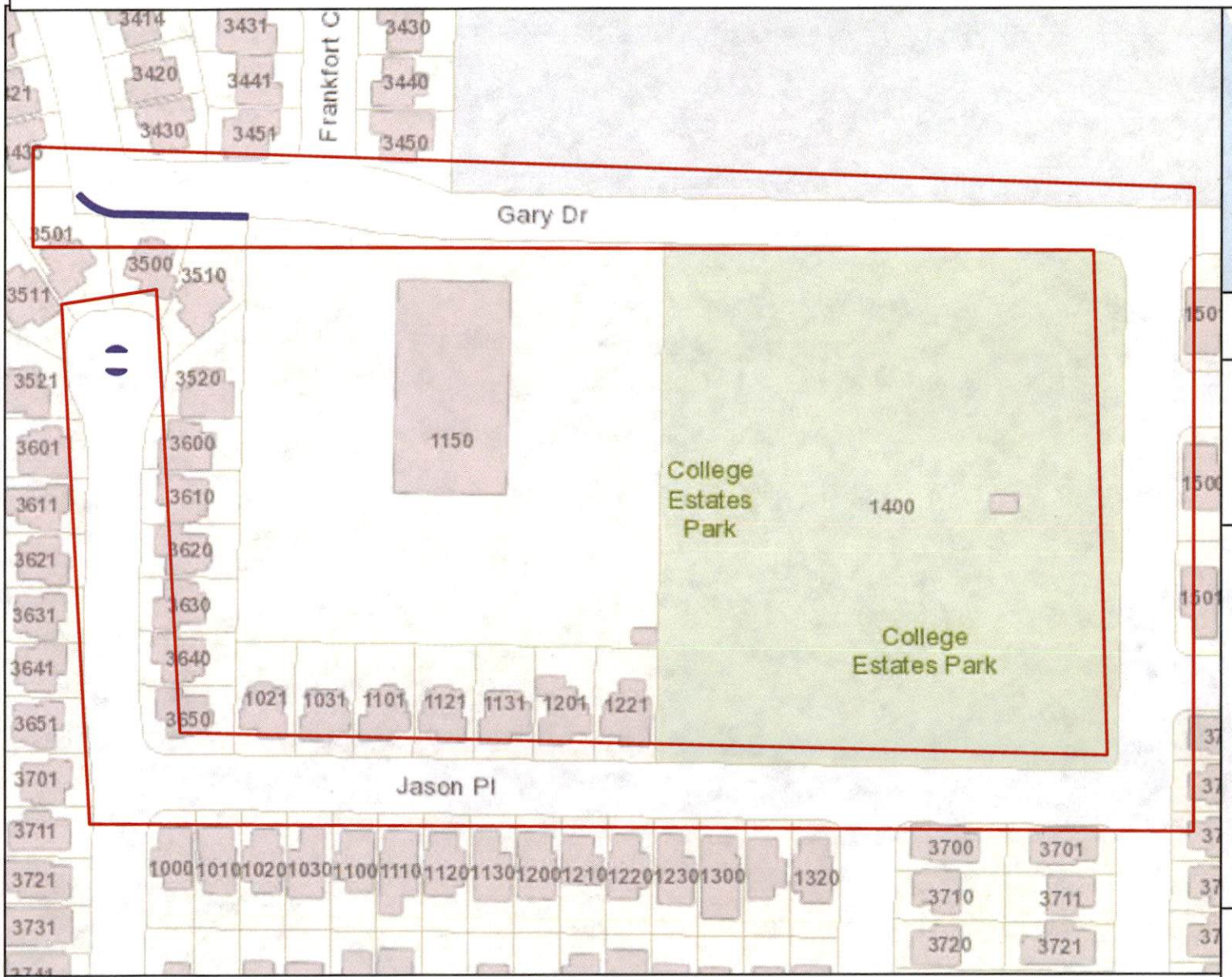
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

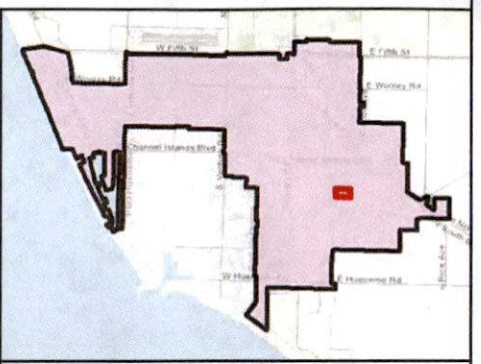
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 27 OF 27, TERRACE DR AND GARY DR





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~961.15 SQ FT
~0.02 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

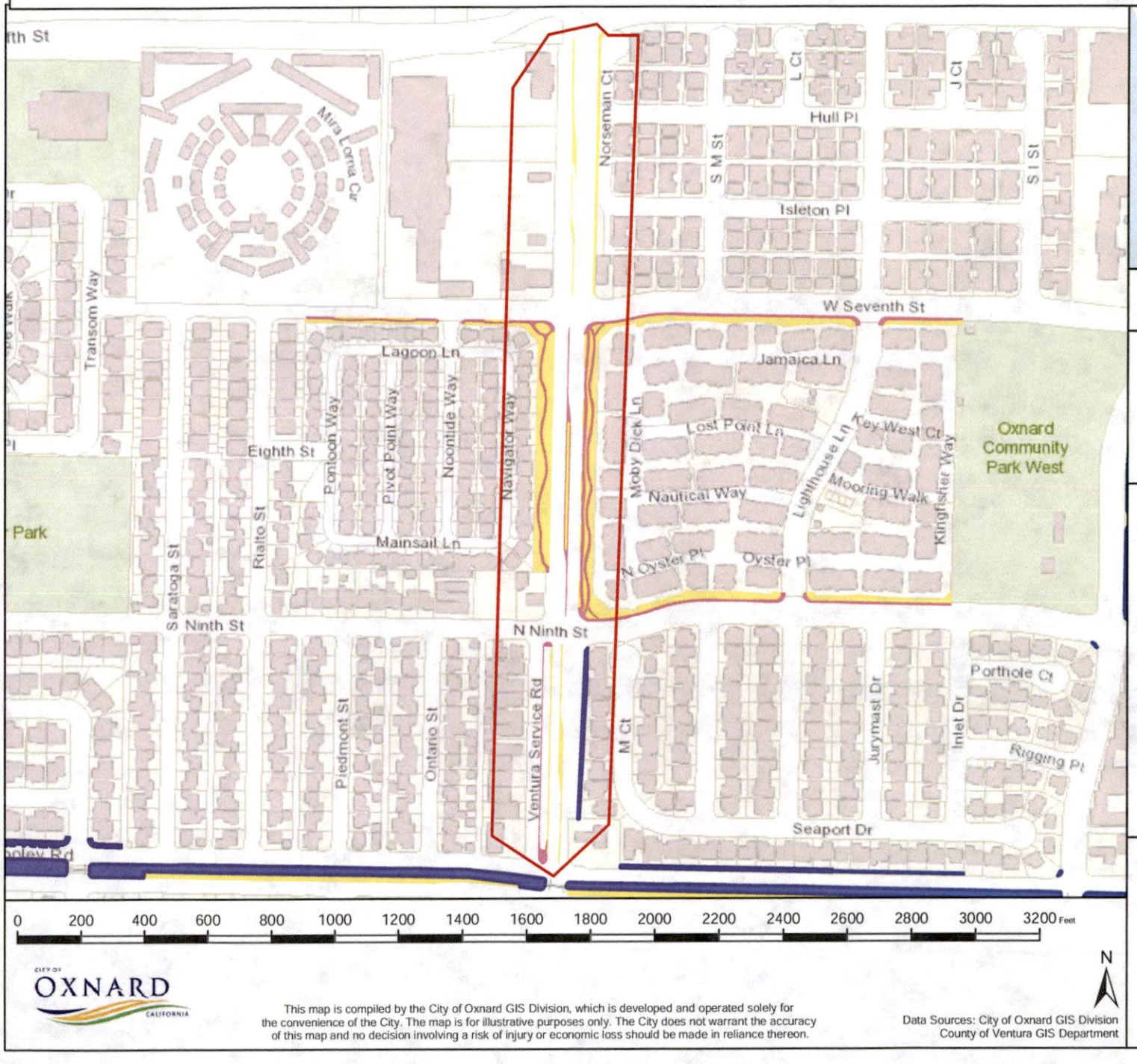
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

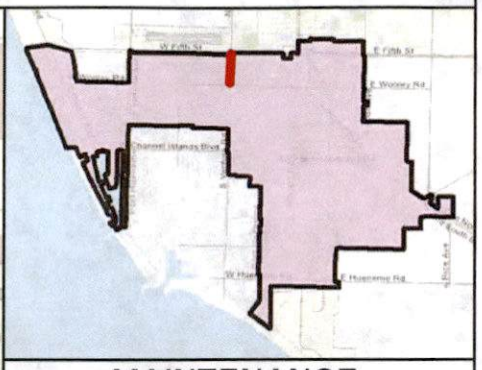
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 28 OF 27, VENTURA 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,468.81 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

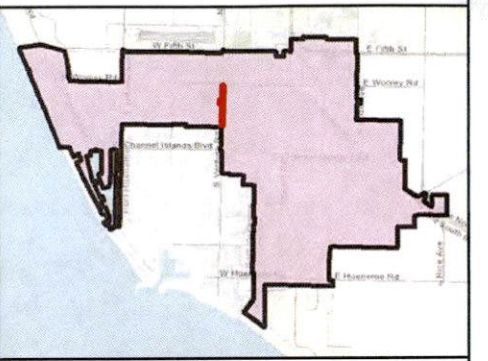
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 29 OF 27, VENTURA 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,273.51 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 3600 3800 4000 Feet

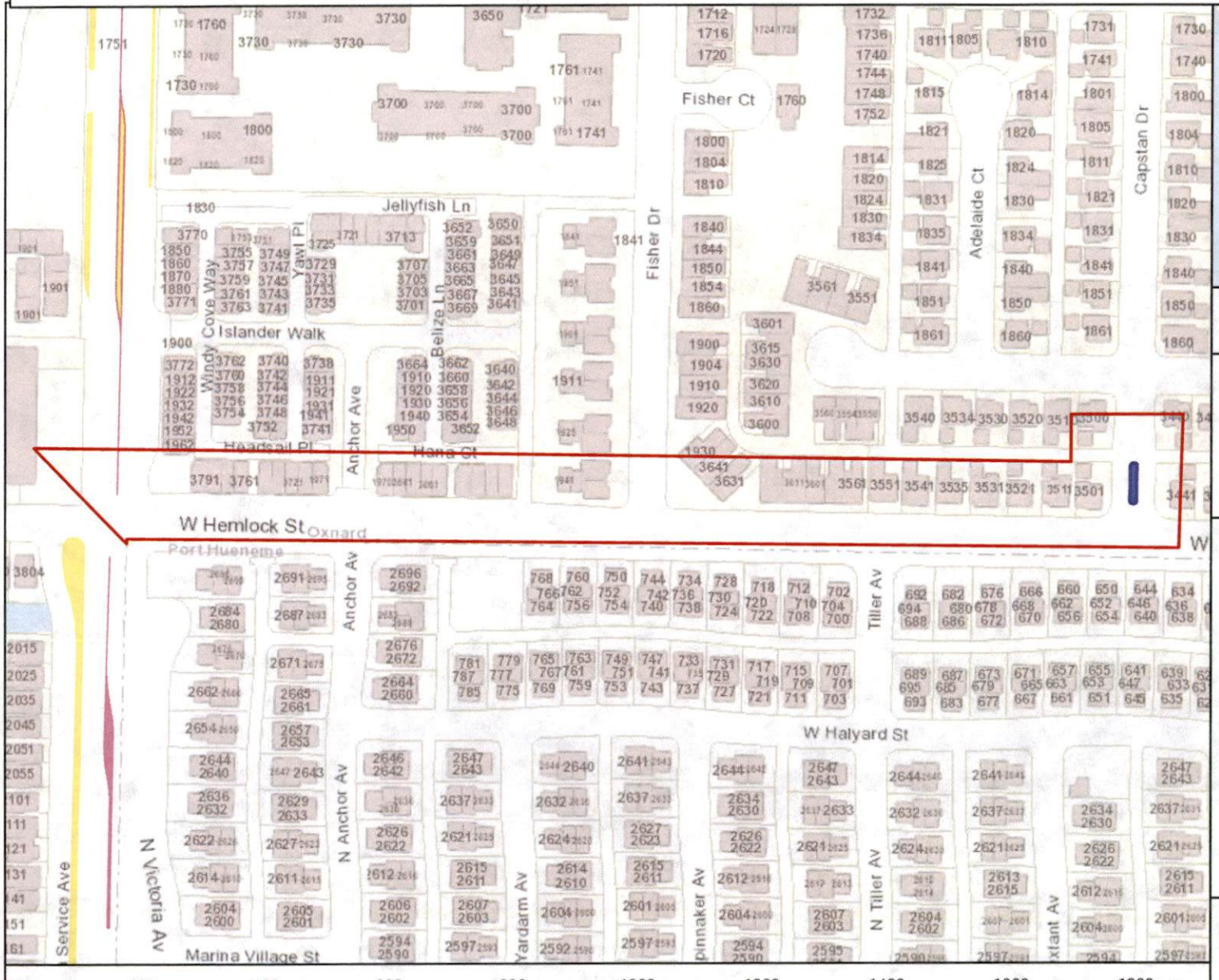
N

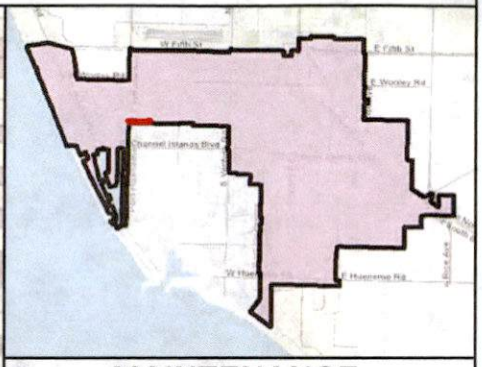
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 30 OF 27, VICTORIA 3 / HEMLOCK





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~646.91 SQ FT
~0.01 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

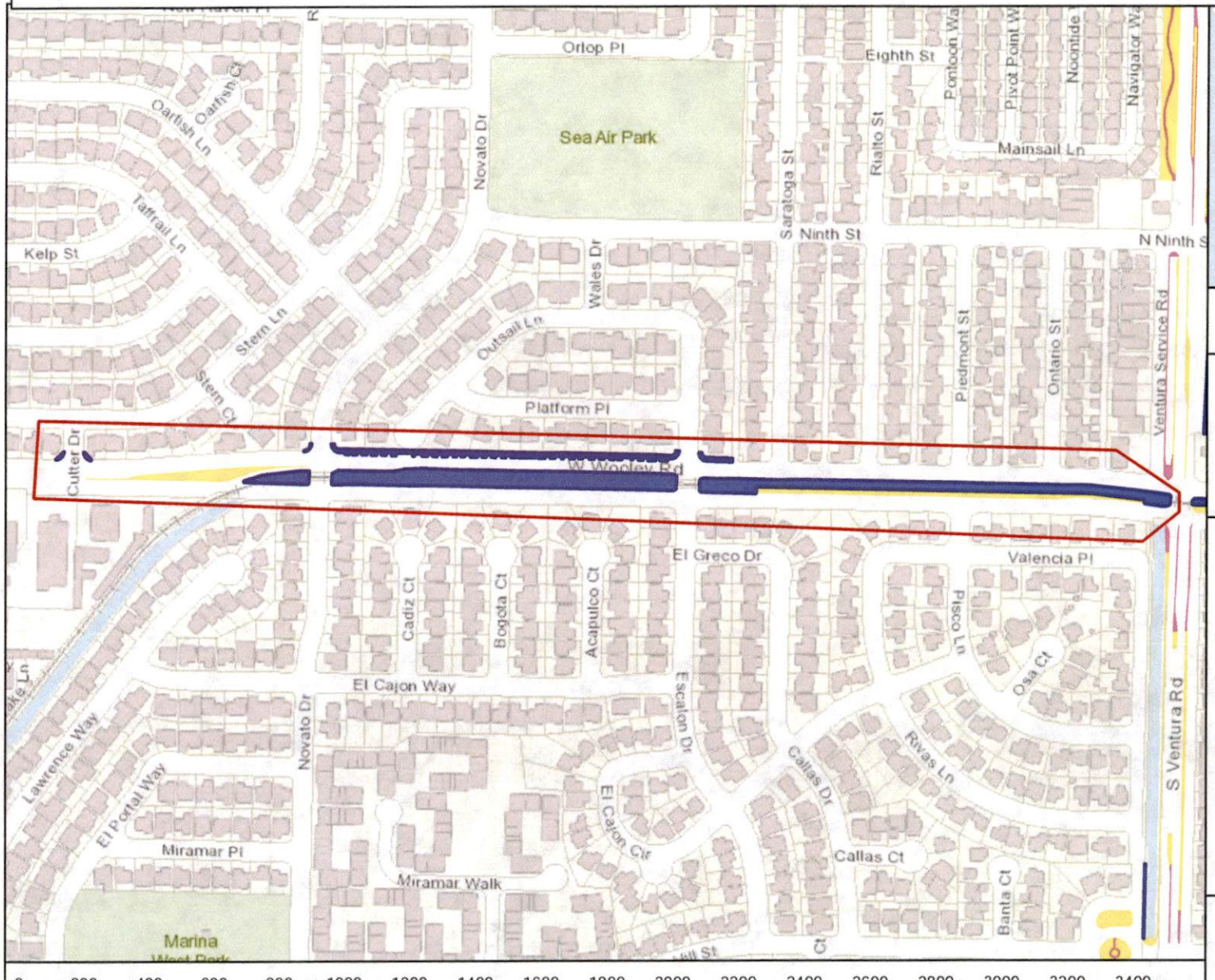
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

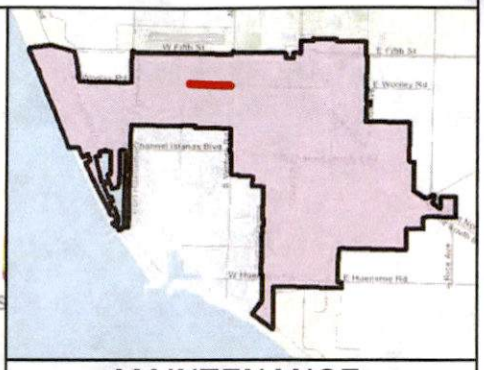
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 31 OF 27, WOOLEY 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~110,766.82 SQ FT
~2.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~107.47 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

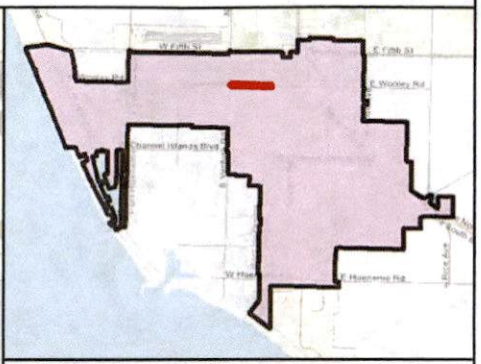
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 32 OF 27, WOOLEY 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~53,118.04 SQ FT
~1.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

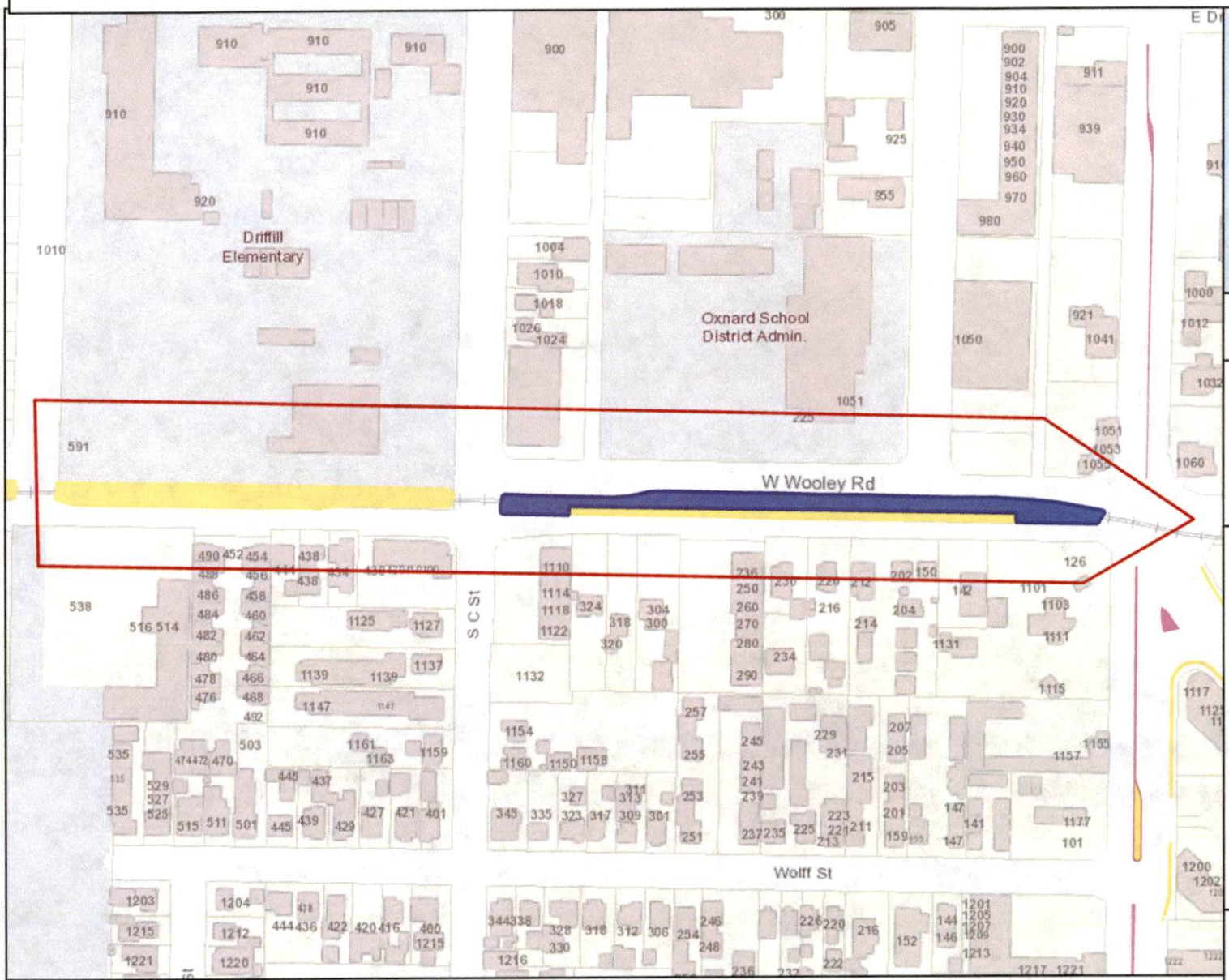
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

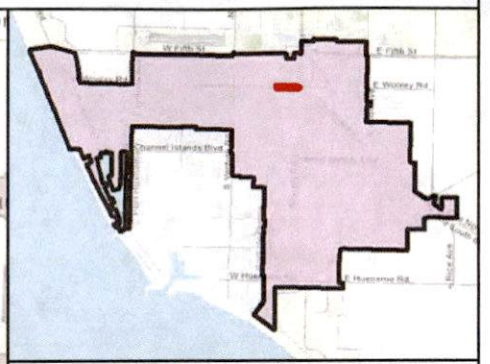
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 33 OF 27, WOOLEY 5





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~27,330.25 SQ FT
~0.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

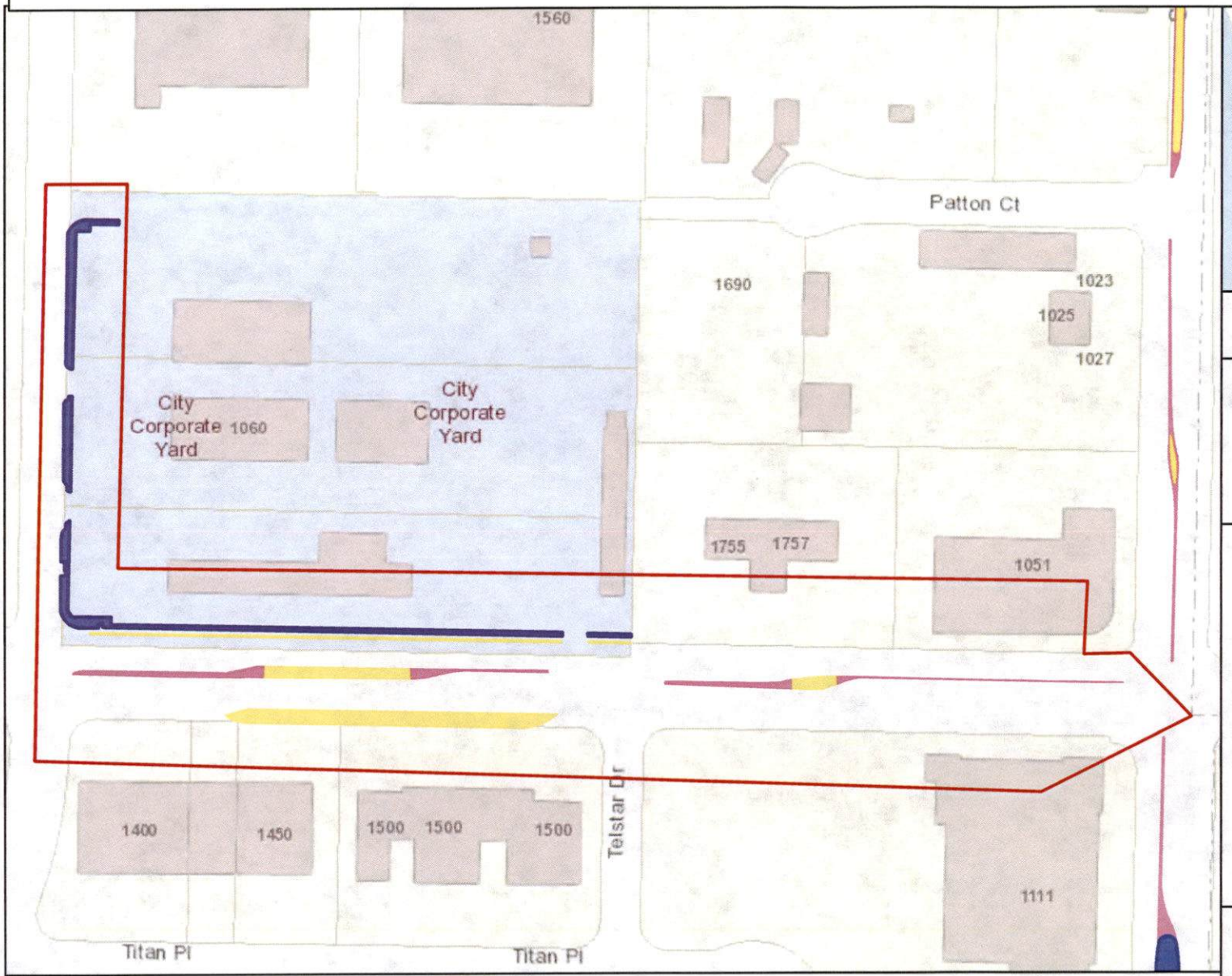
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

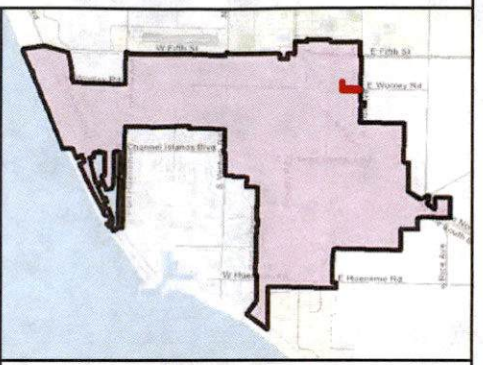
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 34 OF 27, WOOLEY 6





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,967.09 SQ FT
~0.18 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 Feet

N

CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

Amendments to Agreements A-8344 and A-8346 with Garcia's Landscaping Maintenance, Inc. and Agreement A-8345 with Mariposa Landscapes, Inc. for Landscape Maintenance Services within the City's Medians and Parkways

Public Works and Transportation Committee, April 23, 2024
City Council, May 21, 2024

Steve Howlett
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the:

1. Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,415,000 to $3,272,000 in Region 1;
2. Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,535,000 to 3,423,000 in Region 2; and
3. Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,575,000 to $3,272,000 in Region 3.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the:

1. Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,415,000 to $3,272,000 in Region 1;
2. Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,535,000 to 3,423,000 in Region 2; and
3. Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,575,000 to $3,272,000 in Region 3.

BACKGROUND

- After the passing of Measure E in November 2020, staff created a plan for restoring the maintenance of the citywide street landscapes and parks.

- On May 11, 2021, options were presented to the Public Works and Transportation Committee (PWTC) that included contracting the monthly maintenance of the median and parkway landscapes along the City's arterial streets. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021.

BACKGROUND

- In an effort to provide equal levels of service, the citywide street landscapes were divided into three regions with roughly equal amounts of maintenance for each of the three landscape maintenance agreements.

- Requests for Proposals (RFPs) were created to maintain each of the three regions and on June 29, 2021 City Council awarded Agreement A-8345 to Mariposa Landscapes, Inc. (Mariposa) and Agreements A-8344 and A-8346 were awarded to Garcia's Landscaping Maintenance, Inc. (Garcia's).

- Each contractor was the lowest responsive bidder for their awarded Agreement (**Attachments 4, 5, 6**).

BACKGROUND

- In October of 2021, staff and Mariposa identified areas that required clarification on the work maps for Region 2. These areas were corrected with revised work maps through the First Amendment to Agreement A-8345 (**Attachment 5**). There were no changes to the cost of the Agreement.

- In August of 2022, staff compiled a list of identified landscape areas within the City's responsibility that were not included in the original scope of work. Those additional areas were added to the scope of work in each Agreement as Amendments that were approved by the City Council on Sept. 6, 2022. Those Amendments are:

BACKGROUND

1. First Amendment to Agreement A-8344 with Garcia's increasing the not to exceed amount from $1,900,000 to $2,415,000 in Region 1 (**Attachment 4**):

Original Agreement	33.3 acres of landscape	7.4 acres of hardscape
Added First Amendment	6.0 acres of landscape	2.38 acres of hardscape
Current Total	**39.3 acres of landscape**	**9.78 acres of hardscape**

2. Second Amendment to Agreement A-8345 with Mariposa increasing the not to exceed amount from $2,125,000 to $2,535,000 in Region 2 (**Attachment 5**):

Original Agreement	31.7 acres of landscape	10 acres of hardscape
Added Second Amendment	11.76 acres of landscape	.77 acres of hardscape
Current Total	**43.46 acres of landscape**	**10.77 acres of hardscape**

3. First Amendment to Agreement A-8346 with Garcia's increasing the not to exceed amount from $2,000,0000 to $2,575,000 in Region 3 (**Attachment 6**):

Original Agreement	28.97 acres of landscape	9.03 acres of hardscape
Added First Amendment	12.34 acres of landscape	1.23 acres of hardscape
Current Total	**41.31 acres of landscape**	**10.26 acres of hardscape**

BACKGROUND

- The not to exceed amount for each Agreement includes capacity for on-call landscaping services, such as undeveloped property maintenance and roadside weed abatement, that are outside of the routine monthly services.

- This capacity was added in response to the change in the County work release program resulting in a loss of the program's services and the reduction of services that used to be provided by the City Corps Program.

DISCUSSION

Both Garcia's and Mariposa have satisfactorily maintained their awarded contract areas during the past three years with all three Agreements due to expire on June 30, 2024. Therefore, staff is requesting an Amendment to each Agreement for a one year extension that will expire on June 30, 2025. Both contractors have agreed to continue the same monthly service rates that were approved in 2022.

1. The Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service will cost $831,720 for the twice monthly services and the four year contract total amount not to exceed $3,272,000 in Region 1 (**Attachment 1**).
2. The Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for the additional one year of service will cost $861,693 for the twice monthly services and the four year contract total amount not to exceed 3,423,000 in Region 2 (**Attachment 2**).
3. The Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service will cost $899,220 for the twice monthly services and the four year contract total amount not to exceed $3,272,000 in Region 3 (**Attachment 3**).

DISCUSSION

- During the next fiscal year, staff will be revising the project specifications for each region and then re-advertise for proposals. The intention will be to have the new landscape maintenance agreements for the citywide street landscapes begin July 1, 2025.

- Staff recommends amending the existing agreements in lieu of a new bid process this time because the expected result of a bid process are higher costs due to recent inflation and other similar bid processes that have resulted in increases.

- The fact that these two contractors have agreed to keep their 2022 rates in place is a benefit to the City.

FINANCIAL IMPACT

The costs for each agreement's one-year extensions for a total increase of $2,592,633 are contained in the proposed Public Works, Parks Operations Budget, General Fund account for Fiscal Year 2024-25 for City Council's consideration.

- The Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service is an increase of $831,720
- The Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $861,693
- The Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service is an increase of $899,220

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.6

DATE: April 23, 2024

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Trade Services Agreement 32500001 with SCA of CA, LLC for Citywide Street Sweeping Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with SCA of CA, LLC for a not to exceed amount of $10,250,000 for a one year term ending June 30, 2025, with an option to extend for four additional one year terms for a final expiration of June 30, 2029, for citywide street sweeping services, alleyways, parking lots, parking structures and city facilities.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/eVk1CQgs8VA

BACKGROUND

The City contracts sweeping services for residential streets, alleyways, arterial streets, public parking lots, and various City facilities. The City is responsible for sweeping maintenance of approximately more than 21,000 curb miles annually within the community. Sweeping occurs at different intervals to clean up the streets following refuse collection and to maintain compliance with mandated permit requirements for stormwater discharge from the National Pollutant Discharge Elimination System (NPDES) issued by the State Water Resources Control Board. Street sweeping is also done to maintain and enhance the City's appearance. Currently, sweeping services are fulfilled by a third-party vendor.

Prior legislation required that, except as specified, not less than the general prevailing rate of per diem wages, determined by the Director of Industrial Relations, be paid to workers employed on public works projects. Prior law defined the term "public works" for purposes of requirements regarding the payment of prevailing wages to include construction, alteration, demolition, installation, or repair work done under contract and paid for using public funds, except as specified. Passed by the State legislation in August 2022, Assembly Bill 1886 (AB 1886) expanded the definition of "public works" to include street sweeping, as defined, maintenance performed for the routine cleaning of any publicly owned or publicly operated street, road, or highway done under contract and paid for in whole or in part out of public funds. AB 1886 imposed a state-mandated local program, which now requires the payment of prevailing wage for street sweeping. The State's Department of Industrial Relations (DIR) published the current rate of $91.25 per hour on July 1, 2023, set to increase by $4.00 per hour to $95.25 on July 1, 2024. Before AB 1886, the average wage for a street sweeper operator ranged between $25.00-$35.00.

Table 1 provides a history of vendor names, dates of service, and curb mile costs over the past 10 years.

TABLE 1

Street Sweeping Vendor History and Cost Per Curb Mile		
Vendor	**Dates**	**Curb Mile Cost**
SCA	September 2023 - June 30, 2024	$80
Venco*	October 2020 - September 2023	$28
Venco	April 2014 - March 2020	$24

*SCA acquired ownership of Venco in June 2022

DISCUSSION

The Purchasing Department released a Request for Bid (RFB) PW24-72 for the Street Sweeping Services on December 28, 2023, with a proposal due January 31, 2024. Information regarding the solicitation was posted on the City's website, in addition to www.publicpurchase.com, a public website where solicitations are posted. The RFB received a total of two bids. SCA of CA, LLC (SCA) was determined to be the lowest most responsive bidder.

Staff has confirmed that SCA 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.

SCA will provide citywide sweeping services for this agreement at $61.00 per curb mile, which includes bi-weekly sweeping of residential streets, weekly sweeping of downtown streets, bi-weekly sweeping of arterial streets, sweeping of alleyways, and sweeping of public parking areas and City facilities. Sweeping is an effective method of preventing trash, plant debris, and sediment from entering the City's storm drain system. Residential sweeping days are generally the next business day after the refuse collection schedule. SCA will also be responsible for on-call emergency sweeping needs, such as spills in the roadway and traffic collisions.

SCOPE OF SERVICES (Summary)

SCA will be responsible for providing all labor, equipment, and disposal necessary to perform sweeping services for residential, industrial, commercial, and arterial streets on a Weekly, Monthly, or On-Call basis, including but not limited to:

- Sweeping all arterial, collector, industrial, residential, and commercial streets; including but not limited to alleys, cul-de-sacs, parking lots, and median island curbs;
- Removals of large debris (cardboard, palm fronds, rocks, etc.);
- Disposal of collected sweeping debris;
- Providing additional sweeping services for special events and emergencies.

Per the National Pollutant Discharge Elimination System (NPDES) Permit the Streets and Road Pollutant Management section defines streets to be maintained in Table 2:

Table 2

The City shall designate streets and/or street segments within its jurisdiction as one of the following:

Priority A	Streets and/or street segments that are designated as consistently generating the highest volumes of trash and/or debris.
Priority B	Streets and/or street segments that are designated as consistently generating moderate volumes of trash and/or debris.
Priority C	Streets and/or street segments that are designated as consistently generating low volumes of trash and/or debris.
The City shall perform street sweeping of curbed streets according to the following schedule:	
Priority A	Streets and/or street segments that are designated as Priority A shall be swept at least two times per month.
Priority B	Streets and/or street segments that are designated as Priority B shall be swept at least two times per month.
Priority C	Streets and/or street segments that are designated as Priority C shall be swept as necessary but in no case less than once per year.

Street sweeping activities shall comply with the State of California Regional Water Quality Control Board Los Angeles Region Regional Phase I MS4 NPDES Permit Order No. R4-2021-0105. Additional curb miles may be added to the scope of work to include an additional day of street sweeping at areas within the City limits of Oxnard, see map. There will also be specific locations To Be Determined (TBD) that may be added as needed.

Curb Mileage

Where curb mileage is listed in these specifications, the numbers are estimates. SCA will verify as to the quantities and scope of work, to be reviewed by City staff. The contract curb mileage shall be calculated based on the City's Geographical Information System (GIS) data. There are approximately 21,256 curb miles to be swept annually. The chart below identifies the current curb mile types and frequencies swept. See attached Agreement for a general map of the street categories listed in the table below:

Table 3

CITY of Oxnard Street Sweeping Agreement	**Annual Number of Sweeps**	**Total Curb Miles Per Sweep**	**Total Curb Miles Per Month**	**Total Annual Curb Miles**
Residential/Restricted *Bi-Weekly*	24	590	1,180	~ 14,160
Less: No Residential/Restricted	10 Holiday Weeks		(295)	(2,950)

Sweeping *(Holiday Weeks)*				
Alleyways: *Monthly*	15	146	146	~ 2190
Arterial - *Bi-Weekly*	24	310	620	7,440
Downtown - *Weekly*	52	8	32	416
Total Annual Curb Miles				~ 21,256

Residential/Restricted Streets

Residential City streets are swept twice a month. Street sweeping will take place within the areas designated by the established routes. Some street sweeping routes are posted with 'no parking' signs stating the day of the week and time the street will be swept. These routes are designed with time limits to allow enough time for the sweeper to complete the miles assigned to a specific route, which vary in length. SCA will be responsible for reporting on the efficiency of residential areas not posted for street sweeping. City staff will evaluate these locations and determine whether or not street sweeping signs may be posted based on the accessibility of the curb. There is no street sweeping on the weeks of a City holiday.

Arterial Streets

Arterial streets within the City consist of approximately 620 curb miles/month. SCA will be responsible for adhering to the time restrictions stipulated in the sweeping schedule. Arterial streets are to be swept twice per month on a bi-weekly schedule. SCA will provide a professional digitally rendered map displaying the proposed arterial street sweeping routes and schedule to the Manager, or his/her designee. Arterial sweeping routes must be mutually agreed upon by SCA and the Manager, or his/her designee, before commencing arterial street sweeping.

Alleyways

Alleyways within the City consist of approximately 146 curb miles/month. Alleyways are to be swept once per month. SCA and Manager, or his/her designee, shall create a mutually agreed upon alleyway sweeping schedule which will be made available for public distribution. Alleyway sweeping routes must be mutually agreed upon, before commencing alleyway street sweeping. Subsequent alleyway route changes and modifications must be approved and mutually agreed upon. Previously, alleyways were swept the fifth week of the month and not all alleys were swept monthly.

Downtown

The City's downtown area consists of approximately 8 curb miles. The downtown area is to be swept weekly during the weekend and Mondays and Fridays during hours between 2:00 a.m. and 6:00 a.m.

Medians

Street sweeping of median curbs is scheduled weekly on Tuesdays, except for City observed holidays. Street medians that are inaccessible due to high vehicle traffic shall be swept before 6:00 a.m. Median mileage is calculated in the total curb mileage.

Water and Dust Control

SCA shall ensure adequate water is utilized at all times to maximize dust control and maintain dustless conditions while sweeping. Best management practices shall be used at all times. SCA shall make arrangements with the City's Department of Billing & Licensing and complete a Fire Hydrant Meter Application. SCA shall utilize this account to access the City's fire hydrants and hydrant meter(s) to obtain water necessary for the execution of the contract. SCA shall be responsible for all invoices incurred during the term of this agreement.

A. SCA shall obtain water services from the City, for the water necessary for said street sweeping operations. The cost of the metered water shall be borne by the SCA and is included in the agreement costs;

B. SCA shall not discharge liquid waste from the sweeper units onto City streets or into the storm drain system;

Parking Enforcement Program

The Parking Enforcement Program, in designated areas with proper signage, is a collaboration with Oxnard Police Department, City staff, and SCA to discourage parking on the street on sweeping days. The program intends to clean streets more efficiently and access the curb while keeping the City compliant with provisions of the NPDES requirements. Debris must be removed for community aesthetics and to aid the City's compliance. These requirements regulate water pollution, especially pollution that enters the ocean through storm drains.

Parking enforcement officers can cite vehicles for parking during posted street sweeping hours. There is no parking enforcement on the weeks of a City holiday. SCA shall supervise the restricted parking enforcement program, and coordinate with the Police Department for enforcement times for sweeping the restricted areas. SCA shall have adequate personnel and equipment available to meet the posted times in all restricted parking areas within the City.

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 with SCA shall not exceed $10,250,000 over a possible term of five years, if extended through June 30, 2029. This Agreement will be funded from various funds and year one will be included in the FY 2024-25 Proposed Budget for City Council's consideration. Subsequent year allocations will be requested during the annual budget process.

SCA Street Sweeping Estimated Spending Plan							
Program	**Account**	**FY 25**	**FY 26**	**FY 27**	**FY 28**	**FY 29**	**Totals**
Facilities	7353740-53200	$68,500	$72,000	$73,500	$75,000	$77,500	$366,500
Water	6013600-53200	$1,200	$1,350	$1,400	$1,400	$1,350	$6,700

Waste Water	6113614-53200	$1,200	$1,350	$1,400	$1,400	$1,350	$6,700
OTC	90403201-53200	$1,200	$1,350	$1,400	$1,400	$1,350	$6,700
ER	6313630-53200	$117,000	$121,000	$124,500	$128,000	$132,500	$623,000
General Fund	1013451-53200	$1,257,000	$1,303,000	$1,351,000	$1,450,000	$1,400,000	$6,761,000
State Gas Tax	1813401-53200	$300,000	$300,000	$300,000	$300,000	$300,000	$1,500,000
As Needed	Various	$185,000	$190,500	$196,000	$206,400	$201,500	$979,400
TOTAL		**$1,931,100**	**$1,990,550**	**$2,049,200**	**$2,163,600**	**$2,115,550**	**$10,250,000**

Prepared by: Brian Yanez, Assistant Public Works Director, Eric Zetz, Division Manager

ATTACHMENTS

1. Agreement #32500001
2. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND SCA OF CA, LLC

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of SCA OF CA, 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. Citywide street sweeping services for various locations (streets, alleyways, parking lots, and City facilities).

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

SCA OF CA, LLC ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 4141 Rockside Rd., Suite 100, Cleveland, Ohio 44131.

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 11 of this Agreement. SERVICE PROVIDER shall issue! its written consent to the CITY's exercise of the option extension within 10 days of! receipt of notice from the CITY. All Notices shall comply with Section 20 of this! Agreement.

3.4 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: $10,250,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-D
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification
Exhibit G: Parking Lot Location Maps
Exhibit H: Street Sweeping Location 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: Eric Zetz	Name: Mike Justice
Title: Maintenance Operations Manager	Title: Branch Manager
Phone: 805-385-7957	Phone: 805-201-0040
Email: Eric.Zetz@oxnard.org	Email: mjustice@sweepingcorp.com
Mailing Address: 111 S. Del Norte Blvd Oxnard, CA 93030	Mailing Address: 2400 Eastman Ave., Oxnard, CA 93030

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount 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 12 of this Agreement, and may be subject to approval by the City Council.

9.1 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.

10. 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 SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of

those Services, and total amount due for the month. Invoices may be emailed to: **invoices@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, 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, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of

this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this

Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) 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 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE

PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers,

employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve SERVICE PROVIDER from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if SERVICE PROVIDER asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and

representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. **Use of Prevailing Wages vs. Living Wages.** In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. 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 F.

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 SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed

and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor’s compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party’s own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so

modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature 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.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, [2]
Purchasing Manager

SCA OF CA, LLC

DocuSigned by:
Gerry Kesselring
Gerry Kesselring, President 3/11/2024 Date

DocuSigned by:
Brad Becker
Brad Becker, 3/11/2024 Date
Regional Vice President[3]

ATTEST:

Rose Chaparro, CITY Clerk Date
(Only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Attorney (always required) 3/15/2024 Date

[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

TRADE SERVICE AGREEMENT
(CITY of Oxnard and SCA OF CA, LLC)

SCOPE OF SERVICES

PROJECT MANAGER: Eric Zetz / 805.385.7957 / eric.zetz@oxnard.org

Description of Work

The work covered by this contract consists of furnishing all labor, equipment, materials and supervision to perform all work necessary to clean streets at designated locations within the CITY of Oxnard, as shown on the provided street sweeping maps. In addition to sweeping all curbs, the service provider shall sweep all bicycle lanes, curb-protected bike paths (less than normal 12' lane width), raised medians and raised "pork chop" pedestrian refuge islands/right turn slip lanes, interior left turn lanes, lanes adjacent to median lanes and traffic calming islands, intersections, and corners including curb returns and drainage structure inlets from any cross street intersecting the subject street.

Manual Sweep/land Work Requirements Obstructions in the sweeping path that can be removed by hand shall be placed in the hopper of the sweeper by the sweeper operator before sweeping.

The service provider shall immediately call and report to the CITY's Division Manager or his/her designee, the nature and location of immovable objects that are in the sweeping path. Small diameter cul-de-sacs and/or bulb-outs within the sweeping routes where the gutter broom cannot reach the flowline must be swept by hand. Additionally, all grooved cross-gutters where the gutter broom cannot reach the debris within the grooves shall be swept by hand.

The service provider will manually remove debris located inside all drainage structures within six (6) inches from face of opening.

The service provider will manually sweep or blow debris from and clean the tops of all of the CITY's raised concrete medians (non-landscaped) medians and raised "pork chop" pedestrian refuge islands/right tum slip lanes, now existing or added during the term, once per month. In addition, the service provider shall manually sweep or blow debris from all pedestrian walkways and truncated domes located within pork-chop and pedestrian refuge islands/right turn slip lanes and bulb-outs.

Definitions

“CITY" means the CITY of Oxnard, a municipal corporation and General Law CITY, and all the territory lying within the municipal boundaries of CITY as presently existing or as such or as such boundaries may be modified during the term of this Agreement.

"Curb Mile" means one mile of CITY Street from the face of the curb, extending out onto the street with the width of the sweeper. In the case of streets or other roadways that do not have curbs, one curb mile would be one mile down the center of the roadway, the width of the sweeper.

"Drainage Structure Inlets" means all faces of low-flow boxes, catch basins, and storm drain drop inlets.

“Other" means raised medians, painted medians and gores, traffic islands, and directional raised Islands.

"Parking Enforcement Program" refers to CITY Police Department personnel who are assigned to parking enforcement and follow parking enforcement program procedures that may result in the issuance of parking citations, given by the CITY Police Department.

"Pork-Chop Pedestrian Island" refers to islands that are triangular raised islands placed between a right-turn slip lane and through-travel lanes. They channelize vehicular traffic and provide a refuge for pedestrians crossing a roadway, where they can wait for a suitable gap in traffic or for the WALK phase of a pedestrian signal.

Scope of Work

The service provider shall be responsible for providing all labor, equipment, and disposal necessary to perform street sweeping services for residential, industrial, commercial, and arterial on a Weekly, Monthly, or On-Call basis, including but not limited to:

- Sweeping all arterial, collector, industrial, residential, and commercial streets; including but not limited to: alleys, cul-de-sacs, parking lots and Median island curbs;
- Removals of large debris (cardboard, palm fronds, rocks, etc.);
- Disposal of collected sweeping debris;
- Providing additional sweeping services for special events and emergencies.

Per the Municipal Separate Storm Sewer System National Pollutant Discharge Elimination System Permit the Streets and Road Pollutant Management section defines streets to be maintained in the following way:

The City shall designate streets and/or street segments within its jurisdiction as one of the following:	
Priority A	Streets and/or street segments that are designated as consistently generating the highest volumes of trash and/or debris.
Priority B	Streets and/or street segments that are designated as consistently generating moderate volumes of trash and/or debris.
Priority C	Streets and/or street segments that are designated as consistently generating low volumes of trash and/or debris.
The City shall perform street sweeping of curbed streets according to the following schedule:	
Priority A	Streets and/or street segments that are designated as Priority A shall be swept at least two times per month.
Priority B	Streets and/or street segments that are designated as Priority B shall be swept at least two times per month.
Priority C	Streets and/or street segments that are designated as Priority C shall be swept as necessary but in no case less than once per year.

Street sweeping activities shall comply with the State of California- California Regional Water Quality Control Board Los Angeles Region Regional Phase I MS4 NPDES Permit Order No. R4-2021-0105. As such, additional curb miles may be added to the scope of work to include an additional day of street sweeping

at areas within the City limits of Oxnard, see map. There will also be specific locations To Be Determined (TBD) that may be added as needed. Frequency of street sweeping (including parking lot sweeping frequencies) may be adjusted as needed to comply with City business needs and compliance with the MS4 NPDES Permit. These changes shall be approved by the Environmental Resources Division Manager, or his/her designee

For regulatory information see the State of California- California Regional Water Quality Control Board Los Angeles Region Regional Phase I MS4 NPDES Permit Order No. R4-2021-0105 https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/public_docs/2022/1_Order(ACC-RPSignature).pdf

Curb Mileage

Where curb mileage is listed in these specifications, the numbers are estimates. The service provider shall satisfy itself as to the quantities and scope of work. The contract curb mileage shall be calculated based on CITY's Geographical Information System data. CITY currently has approximately 21,256 curb miles swept annually. The chart below identifies the current curb mile types and frequencies swept. See Attachment No. 1 for a general map of the street categories listed below.

CITY of Oxnard Street Sweeping Agreement	**Annual Number of Sweeps**	**Total Curb Miles Per Sweep**	**Total Curb Miles Per Month**	**Total Annual Curb Miles**
Residential/Restricted *Bi-Weekly*	24	590	1,180	~ 14,160
Less: No Residential/Restricted Sweeping *(Holiday Weeks)*	10 Holiday Weeks		(295)	(2,950)
Alleyways: *Monthly*	15	146	146	~ 2190
Arterial - *Bi-Weekly*	24	310	620	7,440
Downtown - *Weekly*	52	8	32	416
Total Annual Curb Miles				~ 21,256

Residential/Restricted Streets

For street sweeping purposes, the residential streets in the CITY have been converted to four street sweeping routes that follow the weekly municipal solid waste collection routes, and alternating sides of the street with no residential street sweeping on a week with a CITY observed holiday (see **Holidays** for observed holidays). Street sweeping will take place within the areas designated by the established four routes. The service provider is required to meet all posted times for sweeping.

Under the Division Manager, or his/her designee's direction, the service provider shall supervise the restricted parking enforcement program, coordinate the Police Department cadets for CITY's enforcement times for sweeping the restricted areas, and communicate directly with the public regarding all aspects of the program. The service provider's personnel shall be fully versed in all aspects of coordinating a street sweeping restricted parking program. All aspects of the program must be supervised in the field. Under the

direction of the Division Manager, or his/her designee, the service provider shall coordinate street sweeping and enforcement with the Police Department, Public Works Department, and service provider's staff. The service provider shall have adequate personnel and equipment available to meet the posted times in all restricted parking areas within the CITY.

In the event the service provider's supervisor determines a posted restricted time window will not be met, additional equipment shall be dispatched immediately to adhere to the posted times.

Arterial Streets

Arterial streets within the CITY consist of approximately 618 curb miles. The service provider shall be responsible for adhering to the time restrictions stipulated in the **Sweeping Schedule**. Arterial streets are to be swept twice per month on a bi-weekly schedule. The service provider shall provide a professional digitally rendered map displaying the proposed arterial street sweeping routes and schedule to the Division Manager, or his/her designee. Arterial sweeping routes must be mutually agreed upon by the service provider and the Division Manager, or his/her designee, prior to commencing arterial street sweeping. Subsequent alleyway route changes and modifications must be approved and mutually agreed upon by the service provider and the Division Manager, or his/her designee.

Alleyways

Alleyways within the CITY consist of approximately 134 curb miles. Alleyways are to be swept once per month (during the 5th week of every month and on holiday weeks when Residential sweeping is suspended - delete). Prior to the start of a new calendar year, the service provider and Division Manager, or his/her designee, shall create a mutually agreed upon alleyway sweeping schedule which will be made available for public distribution. Alleyway sweeping routes must be mutually agreed upon by the service provider and the Division Manager, or his/her designee, prior to commencing alleyway street sweeping. Subsequent alleyway route changes and modifications must be approved and mutually agreed upon by the service provider and Division Manager, or his/her designee.

Downtown

The CITY Downtown area consists of approximately 7.7 curb miles. The downtown area is to be swept weekly during the weekend (Mondays and Fridays between the hours of 2:00 a.m. and 6:00 a.m.) according to the posted time restrictions.

Medians

The service provider shall be responsible for street sweeping median curbs weekly on Tuesdays, except for City observed holidays. Street medians that are inaccessible due to high vehicle traffic shall be swept before 6:00 a.m. Median mileage is calculated in the total curb mileage listed in the Curb Mileage table.

Routing

A map delineating the established four residential/restricted sweeping routes, which follow the current residential waste collection routes, will be provided to the service provider, upon award of the contract. When requested, The Service provider shall provide complete and comprehensive street-sweeping routing services as a part of the Agreement. This service shall include comprehensive planning for and routing of all existing and future street sweeping routes and all added curb miles resulting from new development. The service provider shall provide comprehensive professional digitally-rendered color-coded maps of new routes indicating the posted streets, the restricted time window for each side of the street, and the route starting

point. The Division Manager, or his/her designee, shall approve all street sweeping rerouting prior to a change in routing.

Sweeping routes will in all cases follow the day after the solid waste collection schedule. CITY reserves the right to limit the number of curb miles projected per route in residential restricted and non-restricted parking.

Sweeping Method

Street sweeping shall be performed in accordance with accepted standards for routine and emergency municipal street cleaning. This is intended to be a "*Clean Sweep*" program and not a "*Single Pass*" program. When necessary for proper cleaning, the service provider shall make more than one pass on a street without extra charge. Such extra passes may include, but shall not be limited to, the cleaning of dirt, sand, and other debris from street centerlines and pavement markings. The service provider shall immediately respond when notified by the City to re-sweep unsatisfactory areas at no additional charge. Sweeping will generally require one pass over an area with the left and/or right gutter brooms and pickup broom or pickup head in contact with the surface being swept at all times. A minimum width of eight feet shall be cleaned with each sweeper pass as measured from the curb face to the centerline of the street. Where debris or other conditions warrant, the service provider will make sufficient passes to clean the entire street and shall immediately respond when notified by the CITY to re-sweep unsatisfactory areas at no additional charge.

Cross gutters, turn pockets, painted medians, median "bull noses," and intersections are considered part of the curb mileage and are to be swept along with the curb line on each sweeping route. The downtown sweeping route has parking areas inaccessible to the street sweeper due to landscape planters. These corners are to be cleaned by hand during the weekly sweeping operation. Street sweeping equipment manufacturer speeds shall be followed when brooms are lowered so as to maximize debris removal from CITY streets, and to maintain and clean the CITY streets, as conditions warrant thoroughly. (At no time shall the sweeping speed exceed six miles per hour. - delete and replace)

The service provider shall operate the street sweepers at a speed of not more than five (5) miles-per-hour in residential areas, and not more than eight (8) miles-per-hour in commercial areas, when sweeping or when the sweeper brooms are down; the service provider shall not exceed eighty-percent (80%) of the manufacturer's recommendation. CITY will use industry standards, and Environmental Protection Agency information to ensure proper protocols are followed.

Non-Sweepable items that impede sweeping operations, which include, but are not limited to: palm fronds, rocks, trash and debris shall be removed from the sweeping path and properly disposed of by the operator rather than driving around them. Items that impede sweeping and are immovable such as construction debris and impaired vertical or horizontal clearance by tree limbs shall be reported to CITY immediately for correction. The service provider is not responsible for areas missed due to parked cars or other personal property. Sweeper operators shall immediately report to the service provider and to the CITY all illicit discharges observed during routes. The service provider shall train all operators to recognize illicit discharges and storm water pollution sources prior to work as street operators and annually thereafter, using CITY-approved training materials. Such training shall be documented for review by the CITY.

In areas where drainage is a problem, The service provider shall make as many passes as necessary to remove debris from standing water. In addition, all sand, dirt, rocks, gravel, vegetation, and other sweepable debris shall be removed from the street during the sweeping operation. If standing water is over the top of the curb, then service provider shall not be required to sweep that specific area. Sweeper operators shall report drainage problems to the service provider and City on a monthly basis, or as deemed appropriate by the service provider.

Where obstructions impede the sweeping operation (such as rocks, palm fronds, and other objects that can be handled by the sweeper operator and/or field supervisor), The service provider shall remove these items by hand rather than driving around these items. Items that are too large to be manually put into the sweeper's hopper, such as discarded furniture or other large bulky items or items that obstruct the sweeping route, such as tree branches or basketball hoops, must be reported immediately to the Division Manager, or his/her designee, and documented on the daily obstruction report for removal by CITY. The service provider is not required to sweep "unsweepable" debris. The Division Manager, or his/her designee, shall determine if an "unsweepable" condition exists.

In areas where drainage is a problem, the service provider shall make as many passes as necessary to remove debris from standing water. In addition, all sand, dirt, rocks, gravel, vegetation, and other sweepable debris shall be removed from the street as a result of the sweeping operation. Such extra passes may include, but shall not be limited to, cleaning of debris from street centerlines and pavement markings.

The service provider shall clean up any leaks or spills from its vehicles per the National Pollutant Discharge Elimination System (NPDES) permit in effect at the time. The service provider shall notify the CITY of any leaks or spills reported to the service provider or observed by any employee of the service provider. The service provider shall ensure that leaks or spills are remediated within two (2) hours of notification or observation. The service provider shall notify the CITY immediately upon remediation of leaks or spills. No pollutant that leaks, spills, or otherwise escapes from any service provider vehicle may be washed into a storm drain or otherwise allowed to enter a storm drain at any time. The service provider must take all measures necessary to prevent the discharge of any such pollutant into a storm drain. All NPDES dry-cleaning measures shall be complied with. All sweepers must be equipped with absorbent for such cleanup efforts. The service provider shall provide photographic evidence to the CITY for each cleanup. Payment of liquidated damages for failure to clean up leaks or spills within the required timeframe and/or for failure to follow the cleanup procedures does not excuse the service provider from the cleanup requirements listed above.

Parking Enforcement Program

The CITY has a Parking Enforcement Program to discourage parking on the street on sweeping days. The street sweeper operator shall be in constant communication with the parking enforcement officer and will need to stop when directed to do so. The street sweeper shall sweep the route per the CITY’s direction. The CITY may use a Parking Control Officer to cite vehicles for parking during
street sweeping hours. The service provider shall coordinate his sweeping activities with the Parking Control Officer. All costs for coordination are the responsibility of the service provider, and no additional compensation will be allowed.

Under the Division Manager, or his/her designee’s direction, the service provider shall supervise the restricted parking enforcement program, coordinate the Police Department cadets for CITY's enforcement times for sweeping the restricted areas, and communicate directly with the public regarding all aspects of the program. The service provider's personnel shall be fully versed in all aspects of coordinating a street sweeping restricted parking program. All aspects of the program must be supervised in the field. Under the direction of the Division Manager, or his/her designee, the service provider shall coordinate street sweeping and enforcement with the Police Department, Public Works Department, and service provider's staff. The service provider shall have adequate personnel and equipment available to meet the posted times in all restricted parking areas within the CITY.

Parking Facilities Maintenance

Permittee-owned parking lots exposed to stormwater shall be inspected at least twice per month. If debris and/or oil is observed during the inspection, the parking lot shall be cleaned. At a minimum, parking lots must be cleaned once per month.

Water and Dust Control

The service provider shall ensure adequate water is used at all times to maximize dust control and maintain dustless conditions while sweeping. Best management practices shall be used at all times. The service provider shall make arrangements with the CITY's Department of Billing & Licensing and complete a Fire Hydrant Meter Application. The service provider shall utilize this account to access the CITY's fire hydrants and hydrant meter(s) to obtain water necessary for the execution of the contract. The service provider shall be responsible for all invoices incurred during the term of this agreement.

A. The service provider shall obtain water services from the CITY, for the water necessary for said street sweeping operations. The cost of the metered water shall be borne by the service provider;

B. The service provider shall not discharge liquid waste from the sweeper units onto CITY streets or into the storms drain system;

C. Washing of sweepers on any property located within the CITY is strictly prohibited. All washing of sweeper units shall comply with all local, State and Federal regulations. The service provider shall implement best management practices when loading water into the street sweepers to prevent any overflow/potable water discharges into the storm drain system. Best Management Practice means the collection of written activities, practices, policies and procedures prepared and proposed by a responsible party, and then approved by the Public Works Director or designee, to prevent or reduce, to the maximum extent that is technologically and economically feasible, the discharge of pollutants to the storm drain system which might be generated from any site in CITY.

Deficiencies of Corrections

CITY may also make regular unannounced inspections of Street Sweeping locations and if a swept area is deemed to be below acceptable performance standards, the substandard section shall be re-swept within one (1) Work Day of notification. The service provider shall re-sweep at their own expense. CITY shall be notified of the completed re-sweep.

Weather and Hazardous Conditions

When inclement weather or hazardous conditions such as traffic accidents, flooding, demolition, construction, hazardous spills, natural catastrophes, or related incidents interrupt the regular street sweeping schedule, sweeping services are subject to change. Depending on weather conditions sweeping services shall be canceled at the CITY's Division Manager or his/her designee's discretion, according to the following schedule:

Type	Notification (no later than):
Morning Route	6:00 a.m.
Afternoon Route	11:30 a.m.

The service provider will not be paid for the curb miles not swept. Street sweeping operations shall resume as scheduled as soon as weather or conditions permit.

Sweeping Schedule

Residential/Restricted Streets:

All Residential/Restricted streets are swept following one of eight (8) established bi-weekly sweeping schedules as listed below. Schedules are subject to change at any time at the CITY's Division Manager, or his/her designee's discretion and will be updated as needed throughout the Agreement term.

DAY OF THE WEEK	WEEK OF THE MONTH
Tuesday	Weeks 1 and 3
Tuesday	Weeks 2 and 4
Wednesday	Weeks 1 and 3
Wednesday	Weeks 2 and 4
Thursday	Weeks 1 and 3
Thursday	Weeks 2 and 4
Friday	Weeks 1 and 3
Friday	Weeks 2 and 4

Streets and alleys posted and not posted shall be swept as follows:

- Residential 8:00 a.m. to 4:30 p.m.
- Arterials/Downtown 11:00 p.m. to 6:00 a.m.

The service provider shall have sufficient staff and equipment to meet all sweeping schedules. In the event of an emergency, the service provider shall have additional personnel and equipment to dispatch to the scene of the incident. The service provider shall not remove a sweeper from an established route to meet an emergency need. Requests for emergency services must be responded to within thirty-minutes (30-min) during Monday through Friday, 7:00 a.m. to 5:00 p.m., and within one-hour (1-hr) any other time, including weekends and holidays. Rates charged for emergency/after-hours sweeping will be at the rates quoted as shown in the Rates and Costs Exhibit. In a week with a CITY observed holiday, the service provider shall not sweep residential streets on any day in that week that occurs on and after the holiday, and respective curb miles shall not be billed to CITY. Arterial, downtown, and parking lot routes will adjust the schedule to accommodate the holiday.

Holidays
The CITY observes the following holidays:

- New Year's Day (January 1st)
- Martin Luther King Day (Third Monday in January) and
- Presidents Day (Third Monday in February)
- Cesar Chavez Day (March 31st),
- Memorial Day (Last Monday in May),
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Veterans Day (November 11th)
- Thanksgiving Day (the fourth Thursday in November)
- Day After Thanksgiving Day (the fourth Friday in November)
- Christmas Day (December 25th)

Inspection

All work performed pursuant to this contract will be inspected by the Division Manager, or his/her designee, which includes GPS monitoring. Streets not cleaned and left with sweepable debris such as sand, dirt, vegetation, sludge, and refuse shall be re-swept at no additional cost to the CITY. Incomplete sweeping of established routes three times in any thirty-day period shall be grounds for termination of this Agreement.

Equipment

The service provider shall provide a list of equipment to be used, including make, model, year, and quantity. Sweeping equipment used to perform the work on this contract shall be properly maintained and in properly working condition. The service provider is responsible for ensuring the fleet is operational, properly maintained, and is compliant with all local, state, and federal requirements. CITY shall not provide storage facilities for service provider's equipment or operations gear. The service provider shall provide all necessary facilities for the storage of equipment, parts, supplies, and equipment maintenance as required to perform the services under this Agreement.

Debris Disposal

Debris disposal is the responsibility of the service provider and must comply with all applicable discharge requirements according to local, state, and federal limits. The CITY's Storm Water Group shall pay the direct tonnage fees for debris collected by the service provider from residential, alleyways, downtown, arterials, industrial, and commercial areas, medians, and parking lots swept by the service provider. Weigh tickets shall be mailed from the Del Norte Regional Recycling and Transfer Station (Del Norte Facility), located at 111 South Del Norte Boulevard in Oxnard, to the CITY of Oxnard – Storm Water Division, 6001 Perkins Road, Oxnard, CA 93033.

For special on-call sweeping services that require roll-off containers for disposing and containing sweeping debris, the service provider shall use roll-off containers provided by the CITY's Environmental Resources Division. The service provider shall contact the CITY's Environmental Resources Division for the order of placement, removal, and emptying of the roll-off container. The management of and the costs associated with the roll-off containers is the responsibility of the service provider. Rates for the use of roll-off containers are listed in the CITY Ordinance that establishes solid waste system user fees and charges. The service provider can call the CITY Environmental Resources Division for further details of rates for roll-off containers. Arrangements for the daily roll-off container placement and pickup shall be made twenty-four hours in advance, and roll-off containers shall not be permitted to remain overnight. Debris that accumulates around the roll-off container during the dumping operation shall be swept within two hours of the container

being removed by CITY's Environmental Resources Division. No debris shall be placed into the roll-off container except that generated by the sweeping operations pursuant to this Agreement.

Environmental Resources Division will mail weigh tickets associated with the street sweeping Agreement to CITY's Wastewater Division for reimbursement of street sweeping debris received by the Environmental Resources Division.

Watershed Management Program

Street sweeping activities shall comply with the State of California - California Regional Water Quality Control Board Los Angeles Region Regional Phase I MS4 NPDES Permit Order No. R4-2021-0105. As such, additional curb miles will be added to the scope of work to include an additional day of street sweeping at areas within the City limits of Oxnard, see map. There will also be specific locations To Be Determined (TBD) that will be added as needed. These limits shall be approved by the Environmental Resources Division Manager, or his/her designee

For regulatory information see the State of California- California Regional Water Quality Control Board Los Angeles Region Regional Phase I MS4 NPDES Permit Order No. R4-2021-0105
https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/public_docs/2022/1_Order(ACC-RPSignature).pdf

Parking Lots

Parking lots swept will be thoroughly cleaned. Areas inaccessible to the sweeper shall be cleaned using a vacuum or blower device. All debris shall be picked up by the sweeper unit and disposed of at the CITY's expense. Street sweeping shall include the removal of all sand, gravel, dirt, litter, vegetation and any and all other debris that accumulates between scheduled sweeping days. Street sweeping shall take place at times when the parking lots are vacant or least occupied. Frequency of street sweeping (including park lot sweeping frequencies) may be adjusted as needed to comply with City business needs and compliance with the MS4 NPDES Permit. These changes shall be approved by the Environmental Resources Division Manager, or his/her designee

Reference page 74 of the State of California- California Regional Water Quality Control Board Los Angeles Region Regional Phase I MS4 NPDES Permit Order No. R4-2021-0105
https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/public_docs/2022/1_Order(ACC-RPSignature).pdf

Del Norte Regional Recycling and Transfer Station (Del Norte Facility) and Surrounding Streets

The site at the Del Norte Facility located at 111 South Del Norte Boulevard in Oxnard and the streets of Del Norte Boulevard and Sturgis Road that bound the Del Norte Facility shall be swept and thoroughly cleaned. Sweeping at the Del Norte Facility shall occur daily, Monday through Saturday, during closing hours from 5:00 p.m. to 5:30 a.m. Areas to be swept include parking lots, loading docks, truck and trailer staging areas, scale areas, ingress areas, and all other vehicle traffic asphalt pavement surface areas at the facility site. Service frequency may be adjusted occasionally, and special on-call spot sweeps shall be ordered by the Division Manager or his/her designee, as needed.

Daily sweeping shall occur Monday through Saturday on Del Norte Boulevard from Sturgis Road to Fifth Street and on Sturgis Road from Del Norte Boulevard to Elevar Street.

Frequency of street sweeping may be adjusted as needed to comply with City business needs and compliance with the MS4 NPDES Permit. These changes shall be approved by the Environmental Resources Division Manager, or his/her designee

Heavy Sweeping Conditions

CITY has several areas that are adjacent to the beach. Sand accumulates in these areas that exceed the capability of standard street sweeping equipment. When this condition occurs, the service provider shall make arrangements to remove the heavy accumulation of sand at a cost to the CITY. CITY will pay only for the cost of the heavy equipment used for sand removal. Division Manager, or his/her designee, must review and approve the proposed cost and schedule of work prior to the start of sand cleanup. The charge to the CITY must be backed up by supporting documentation in the form of an itemized quote or price schedule. As an alternative, CITY may elect to remove the heavy accumulations of sand utilizing CITY personnel and equipment at no penalty to the service provider. In any event, it is the service provider's responsibility to sweep all sand from the beach area streets within the established sweeping schedule.

The service provider shall have sufficient personnel and equipment available at all times to meet the demands of the beach area sweeping requirements.

The service provider, at no additional cost to CITY, shall supply personnel to place CITY-supplied temporary "No Parking" signs on all beach area streets forty-eight hours prior to any heavy equipment sand removal operations. The Division Manager, or his/her designee, shall be the sole judge as to whether the conditions warrant additional heavy equipment for sand removal.

The service provider is responsible for sweeping these beach areas from curb line to curb line, including intersections and cross gutters, each scheduled sweeping day. The service provider is responsible for investigating the conditions in these beach areas and throughout the CITY for street-sweeping requirements that are not typical of normal residential and arterial street-sweeping operations.

The service provider is responsible for following the City’s Sand Management Plan for removal and placement of sand in and around the beach areas.

Daily and Weekly Reports

The service provider shall submit reports and billing pertaining to contractual obligations according to the schedule and format shown in the Reporting Exhibit. From time to time, CITY may revise the schedule and format and will promptly notify the service provider of revisions. All reports must include picture attachments of obstructions along with any pertinent information.

CITY shall deduct the amount of penalties incurred from the service provider’s monthly service invoice. Upon CITY’s request, the service provider shall submit to CITY daily or weekly reports in the format provided in the **Daily and Weekly Reports**. The service provider may submit their daily and weekly reports to the Division Manager or his/her designee, via email.

The service provider shall provide the CITY with recommendations for additional street signage for non-accessible areas.

Daily Reports Submitted to the CITY's Division Manager, or his/her designee, shall contain the following:

1. Citizen complaints and their resolutions, and follow up with resident/business
2. Hazardous Conditions Report
3. Street Sweeping Obstruction Report

4. Street Sweeping route schedule compliance

Weekly Reports Submitted to the CITY's Division Manager, or his/her designee, shall contain the following:

1. Routes Completed
2. Total Curbs Miles Completed
3. Total percentage of curb miles completed to total curb miles available
4. Identify and make recommendations to the City regarding streets that require "No Parking" signs for sweeping day(s) due to no access to the curb for street sweeping.
5. Debris collected in tons and cubic yards for all sweeping services provided

Monthly Reports:

1. Missing Curb Miles

2. Identify route, location, date, and type of sweeping service

3. Cause of missed curb miles:

a. Holiday Week - Specify Holiday

b. Hazardous weather and/or conditions - Date & Location

c. Street sweeping obstruction

d. Down equipment - Specify equipment

e. Lack of "No Parking" street signs on sweeping day(s)

f. Low hanging trees

g. Broken asphalt

h. Other

4. Total monthly debris tonnage delivered by the service provider to the Del Norte Regional Recycling and Transfer Station

5. Certified payroll reports for all personnel assigned to Agreement, (upon CITY's request)

6. Summary of Daily and Weekly Report Figures for the month:

a. Resident and business complaints and resolutions

b. Street Sweeping obstructions

c. Street Sweeping route schedule compliance

d. Routes and curb miles completed

Staffing

The service provider shall provide personnel specifically trained and experienced in the work to be performed. Street sweeper operators shall have a minimum of three-years (3 yrs.) of experience in municipal street sweeping. All sweeping equipment operators shall possess the type and variety of license required under California law applicable to the gross vehicle weight rating of the equipment. The Service provider

shall submit a list of sweeper operators to be assigned to the contract and include their qualifications and experience. All personnel assigned to this Agreement's performance shall be the service provider's employees.

Supervision

The service provider shall have a front-line supervisor on duty at all times that services are being performed under the Agreement. The supervisor shall have the authority to act on behalf of the service provider while making the day-to-day decisions required to effectively and efficiently carry out the Agreement's obligations and the work's performance. The supervisor must have at least five years of experience in managing municipal street sweeping contracts of comparable size and scope. The supervisor must be experienced in all phases of street sweeping operations and related services, including scheduling, routing, personnel supervision, quality control, direct interface with CITY staff and residents for customer service request resolution, report writing, enforcement of restricted parking programs, daily communication with the Division Manager, or his/her designee,, Water Resources, Streets & Waterways, Environmental Resources, Code Enforcement, and Police Department, ensuring all daily contractual requirements are being satisfied. The supervisor is responsible for inspecting, reporting, and recommending to the Division Manager, or his/her designee, areas that need sweeping that are not included in regular sweeping service, such as alleyways, emergency sites, and other locations. At the request of the Division Manager, or his/her designee, the service provider shall provide a qualified representative to attend Neighborhood Council meetings, Homeowner Association meetings, and any and all other meetings as required to facilitate communication about the street sweeping and related services program.

Communication

The service provider and Division Manager, or his/her designee, shall directly communicate with all sweeping equipment in the field utilizing radios or cell phones. Pagers are not acceptable. The supervisor(s) shall have a cellular telephone for direct communication with Division Manager, or his/her designee, Police Department Parking Enforcement personnel, and residents. In addition, the service provider shall have a toll-free phone line for telephone and fax communication. The service provider shall install Networkfleet 5500 model Global Position System tracking devices on each sweeper assigned to the contract so the service provider sweepers can be integrated into CITY's Geographic Information System; alternatively, the service provider may provide CITY Division Manager, or his/her designee, with unfettered access to existing GPS monitoring software/service used by the service provider by providing a user license and credentials at no cost to the CITY. The service provider shall meet no fewer than monthly with the CITY Streets' Division & the CITY Police Department to discuss service issues.

Complaints

The intent of this contract is to provide the highest level of street sweeping and related services available within the CITY. Complaints and inquiries from residential and business property owners in the CITY are paramount. The Division Manager, or his/her designee, will communicate all customer service requests to the service provider. The service provider shall respond to all inquiries and complaints on the same day they are received. It is the service provider's responsibility to communicate directly with the Division Manager, or his/her designee. The service provider shall follow up with customers and Division Manager, or his/her designee, with the resolution of any and all inquiries and complaints. Upon Division Manager, or his/her designee's request, the service provider shall provide a written report for each customer service request/complaint. This Agreement is intended to mitigate complaints from CITY residents and businesses for the service provider's failure to perform under the terms of this Agreement.

Damages

All damages incurred by the service provider on their own equipment or damage caused by the service provider to private property, CITY property, or public right-of-way shall be reported in writing to the Division Manager, or his/her designee, within 24 hours of the incident. The service provider's sole responsibility is to repair any damage it causes. The CITY shall refer complaints regarding damage to private property caused by the service provider, to the service provider for resolution. Failure to notify the CITY within 24 hours of any incident is subject to cancellation of this Contract.

Invoicing

Monthly invoicing for parking lot and area sweeping services shall be billed upon the completion of each calendar month. Invoices shall be accompanied by reports as described in the **Rates and Costs Exhibit**. The service provider shall not bill any areas not swept.

Invoices shall be uniquely identified and billed separately by type of service: Residential, Commercial, Industrial, and all others.

Invoices for Parking Lot No. 64 shall be sent to:

- CITY of Oxnard – Facilities Maintenance Division
    - Attention: Division Manager
    - pfinvoices@oxnard.org

All other invoicing for sweeping work shall be sent to:

- CITY of Oxnard – Environmental Resources Division
    - Attention: Division Manager
    - envresap@oxnard.org

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and SCA OF CA, LLC)

SCHEDULE OF COMPENSATION

Contractor shall receive compensation for regular scheduled sweeping services according to the rates outlined in the table below. Quantities are estimated; payment will be based on actual quantities furnished installed, or constructed.

Street Sweeping Service

CITY of Oxnard Street Sweeping Service	Rate per Curb Mile	Total estimated Monthly Curb Miles	Estimated Monthly Fee
Residential/Restricted - *(Bi- Weekly)*	$61.00	1,194 curb miles	$72,834.00
Alleyway - *(Monthly)*	$61.00	134 curb miles	$8,174.00
Arterial - *(Bi-Weekly)*	$61.00	618 curb miles	$37,698.00
Downtown - *(Weekly)*	$61.00	30.8 curb miles	$2,067.20
Parking Lot - *(Weekly)*		33 parking lots	$5,200.00
Parking Lot - *(Monthly)*		29 parking lots	$4,000.00
		Monthly Estimated Standard Service Fee	$129,973.20

Parking Lot Sweeping Rates by Category:

Parking Lot Frequency	Description	Monthly Fee
Weekly Sweep Service	31 parking lots on a weekly sweeping schedule, *(unit prices reflected in the table below)*	$5,200.00
Monthly Sweep Service	41 parking lots on monthly sweeping schedule *(unit prices are reflected in the table below)*	$4,000.00

Lot No.	Location	Site Description	Address	Frequency	Cost per sweep
LOT #01	NE Corner of Pacific Ave and E Wooley Rd.	CITY Equipment Yard	1060 PACIFIC AVE	Monthly	$97.56
LOT #02	Pacific Ave and E Wooley Road, through North Gate	CITY Equipment Yard	1060 PACIFIC AVE	Monthly	$97.56
LOT #04	Between 630 and 650 S A Street	Public Parking Lot Between Church and Billiards		Weekly	$39.00
LOT #05	Between 613 and 637 S Oxnard Blvd	Public Parking Lot Between Dance Studio and Restaurant	615 S OXNARD BL and 629 S OXNARD BL	Weekly	$39.00
LOT #06	NE Corner of N C Street and Palm Drive	Wilson Senior Center	255 PALM DR,350 N C ST	Monthly	$97.56
LOT #07	SE Corner of N C Street and alleyway	Wilson Senior Center	255 PALM DR,350 N C ST	Monthly	$97.56
LOT #08	Del Sol Park/Oxnard Housing Authority	Multi-Service Center		Monthly	$97.56
LOT #09	S G Street Between W 7th Street and W 9th Street	Community Center Park Street Side Parking		Monthly	$97.56
LOT #10	W 9th Street Between Hobson Way & S G Street	Oxnard Performing Arts Center South Parking Lot	800 HOBSON WAY	Monthly	$97.56
LOT #11	SE Comer of Hobson Way and W 7th Street	Oxnard Performing Arts Center North Parking Lot	800 HOBSON WAY	Monthly	$97.56

LOT #13	SW Corner of Hobson Way and W 7th Street	Baseball Field Parking Lot	801 HOBSON WAY	Monthly	$97.56
LOT #14	NW Corner of Hobson Way and W 9th Street	Tennis Courts Parking Lot	801 HOBSON WAY	Monthly	$97.56
LOT #15	Hill Street and alleyway Between Baseball Field and Basketball Court	Durley Park West Parking Lot	800,832,850,910,950 HILL ST	Monthly	$97.56
LOT #16	SW Comer of S G Street and Hill Street	Durley Park NE Parking Lot	800,832,850,910,950 HILL ST	Monthly	$97.56
LOT #17	Comer of Sunset Lane and Mandalay Beach Road	Oxnard State Beach Parking Lot		Monthly	$97.56
LOT #18	Falkirk Avenue Parallel to Harbor Blvd	Oxnard Beach Park North and South Parking Lots	1601,1801 S HARBOR BL	Monthly	$97.56
LOT #19	S Oxnard Blvd Between 3rd Street and W 4th Street	South of Firestone Mechanic Shop		Weekly	$39.00
LOT #20	S Oxnard Blvd Between 3rd Street and W 4th Street	South of Lot No. 18		Weekly	$39.00
LOT #21	NW Corner of S Oxnard Blvd and E 4th Street	Next to Restaurant	357 S OXNARD BL	Weekly	$39.00
LOT #22	Between 512 and 532 S Oxnard Blvd	Public Parking Lot Between Restaurant and Pawn Shop	524 S OXNARD BL	Weekly	$39.00
LOT #23	Between 626 and 660 S Oxnard Blvd	Public Parking Lots Between Theatre and Market	634, 638, 640, 644, 650, 654, 656 S OXNARD BL	Weekly	$39.00

LOT #24	NW Comer of S Oxnard Blvd and E 6th Street	Public Parking Lot Next to Insurance Business	559,563 S OXNARD BL	Weekly	$39.00
LOT #25	541 Pacific Coast Highway	Public Parking Lot North of Beauty Salon	531 S OXNARD BL	Weekly	$39.00
LOT #26	W 5th Street and S Oxnard Blvd	Behind Insurance & Clothing Businesses, North of Lot #25		Weekly	$39.00
LOT #27	W 5t11 Street and S Oxnard Blvd	Drug Store Parking Lot (side and back)		Weekly	$39.00
LOT #28	479 Pacific Coast Highway, SW Corner of S Oxnard Blvd and E 4th Street	Public Parking Lot North of Lot #27	403,421 S OXNARD BL	Weekly	$39.00
LOT #29	NE Comer of S B Street and W 6th Street	Public Parking Lot Next to Beauty Salon		Weekly	$39.00
LOT #30	NE Comer of S B Street and W 6th Street	Adjoined to Lot # 29	538 S B ST	Weekly	$39.00
LOT #31	S B Street, W 5t 11 Street, S A Street	Centennial Plaza Street Side Parking		Weekly	$39.00
LOT #32	Between 305 and 321 W 6th Street	Public Parking Lot Next to Restaurant/Beauty Salon Building		Weekly	$39.00
LOT #33	Between 338 and 320 W 5th Street	Public Parking Lot Adjoined to Lot #32 on North Side		Weekly	$39.00
LOT #34	405 S B Street	Public Parking Lots North & South of Carnegie Art Museum, Between S B Street and S C Street	302 W FOURTH ST	Weekly	$39.00

LOT #35	Between 426 W 5th Street and 509 SC Street	Public Parking Lot Behind Restaurant		Weekly	$39.00
LOT #36	Between 310 and 326 SC Street	Public Parking Lot Between Bakery and Market	320 S C ST	Weekly	$39.00
LOT #37	North of343 SB Street	Public Parking Lot North of Insurance Business		Weekly	$39.00
LOT #38	South of 300 W 3ra Street Building	Public Parking Lot Adjoined to Lot# 37	302 W THIRD ST	Weekly	$39.00
LOT #39	W 4m Street Between S B Street and alleyway	Public Parking Structure Bus Stop Zone Along 4th Street		Weekly	$39.00
LOT #40	S B Street Between W 3rd Street and W 4th Street	Public Parking Structure Street Side Parking Along B Street		Weekly	$39.00
LOT #41	NW Corner of S C Street and W 3rd Street	Police Department Public Parking Lot		Weekly	$39.00
LOT #42	S D Street Between W 2nd Street and W 3rd Street	Police Department Gated Parking Lot	200,208,210,260 S D ST	Weekly	$39.00
LOT #43	SW Comer of S C Street and W 2nd Street	Police Department Gated Parking Lot, NE Quadrant Adjoined to Lot# 42	201,211,221 S C ST	Weekly	$39.00
LOT #44	W 2nd Street Between S C Street and SA Street	Service Center/Fire Administration Parking Lot		Weekly	$39.00
LOT #44A	W 2nd Street Between S C Street and S A Street	Downtown Main Library Parking Lot Adjoined to Lot #44		Weekly	$39.00

LOT #63	Comer of Harbor Boulevard and Ocean Drive	Channel View Park Public Parking Lot		Monthly	$97.56
LOT #64	SE Comer of West 3rd Street and SB Street	Public Parking Structure Across Oxnard CITY Hall	324,326,328 S B ST		
LOT #65	201 E 4th Street	Oxnard Transportation Center	201 E FOURTH ST	Monthly	$97.56
LOT #66	251 S Hayes A venue	CITY of Oxnard Water Division -North and South Yard	251 S Hayes Ave	Monthly	$97.56
LOT #67	SE Comer of S D Street and W 3rd Street	East of Santa Clara Elementary School	310 S D ST	Monthly	$97.56
LOT #68	SW Corner of Del Norte Boulevard and Sturgis Road	Del Norte Regional Recycling and Transfer Station	111 S DEL NORTE BL		
LOT #69	6001 Perkins Road	Wastewater Treatment Plant	6001 PERKINS RD	Monthly	$97.56
LOT #70	East Garden City	5302 Cypress Rd		Monthly	$97.56
LOT #71	Southside of Johnson Creek	501 Johnson Rd	501 JOHNSON RD	Monthly	$97.56
LOT #72	West Side of Beck	600 W Kamala St	600 W KAMALA ST	Monthly	$97.56
LOT #73	West side of Colonia	170 Juanita Ave	170 N JUANITA AVE	Monthly	$97.56
LOT #74	Eastside of Colonia	North Marquita St	170 N JUANITA AVE,195 N MARQUITA ST,224 N JUANITA AVE,301 N MARQUITA ST	Monthly	$97.56
LOT #75	Across from Library on A St	A St Between W 2nd and 3rd St	254 S A ST	Monthly	$97.56
LOT #76	5th St and Oxnard Blvd	5th St and East side of Oxnard Blvd		Monthly	$97.56

LOT #45	NW Comer of S B Street and W 2nd Street	Public Parking Lot Next to Tax Business	301 W SECOND ST	Weekly	$39.00
LOT #47	S C Street Between W 2nd Street and W 3rd Street	Service Center Street Side Parking		Weekly	$39.00
LOT #48	Arnold Road South of Perimeter Road	Ormond Beach Parking Lot		Monthly	$97.56
LOT #49	South End of Perkins Road	Ormond Beach Parking Lot		Monthly	$97.56
LOT #50	200 E Bard Road	South Oxnard Center Parking Lot (Senior Center/Branch Library)	4400 SAVIERS RD	Monthly	$97.56
LOT #51	S Victoria Avenue Between	Kiddie Beach Park Public Parking Lot	4401 S VICTORIA AVE	Monthly	$97.56
LOT #56	3333 Peninsula Road	Peninsula Park Public Parking Lot	3301 PENINSULA RD	Monthly	$97.56
LOT #58	Cabezone Circle Off Harbor Boulevard	Marine Emporium Landing Public Parking Lot		Monthly	$97.56
LOT #59	Between Cabezone Circle and Barracuda Way	Channel Islands Marina Public Parking Lot		Monthly	$97.56
LOT #60	Between Barracuda Way and Bluefin Circle	Channel Islands Boating Center Public Parking Lot		Monthly	$97.56
LOT #61	Bluefin Circle Off Harbor Boulevard	Channel Islands Maritime Museum Public Parking Lot		Monthly	$97.56
LOT #62	Between Bluefin Circle and Albacore Way	Channel Islands Yacht Club Public Parking Lot		Monthly	$97.56

LOT #77	Campus Dog Park	Northwest Corner of 5th St and H St	937 W FIFTH ST	Monthly	$97.56
LOT #78	Campus Basketball Courts	Old High School Parking Lot 350 S. K St	350 S K ST	Monthly	$97.56
LOT #79	College Park North West Parking Lot	3250 S Rose Ave		Monthly	$97.56
LOT #80	College Park North East Parking Lot	3250 S Rose Ave		Monthly	$97.56
LOT #81	College Park South Parking Lot	3250 S Rose Ave		Monthly	$97.56

Other Additional:

Description	Frequency	Monthly Fee	Unit Cost
Downtown Parking Structure - Parking Lot	Three times a week		$440.00 Per Sweep
Del Norte Facility - Parking Lot	Once Daily (Monday through Saturday between 5:00 p.m. to 5:30 a.m.)	$4,875.00	
Del Norte Boulevard from Sturgis Road to Fifth Street and on Sturgis Road from Del Norte Boulevard to Elevar Street	Once Daily	$4,875.00	
Removal of 13.4 cubic yard roll-off container (from arterials or other sites exclusively by the VENDOR for containment - strictly sweeping debris)	Fee per Pick-Up		$0 Per Pick Up
Hourly Rates for On-Call Service such as: extra Sweeps, alleyway sweeping, special sweeps, and emergency sweeps.	Regular Hourly Rate (Monday to Friday - 7:00 a.m. to 5:00 p.m.)		$220.00 Per Hour

Hourly Rates for On-Call Service such as: extra Sweeps, alleyway sweeping, special sweeps, and emergency sweeps.	After Hour / Holiday / Weekends		$250.00 Per Hour

EXHIBIT C
TRADE SERVICES AGREEMENT
(CITY of Oxnard and SCA OF CA, LLC)
INSURANCE REQUIREMENTS

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.

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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/ & listed sub-consultant $500,000

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD c/o 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")ty)

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE □ Included in Limits
□ In Addition to Limits

□ Deductible □ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. □ Per Occurrence □ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here □ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
□ COMMERCIAL GENERAL LIABILITY
□ COMPREHENSIVE GENERAL LIABILITY
□ OWNERS & CONTRACTORS PROTECTIVE

□ Claims Made
Retroactive Date _____
□ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
□ GENERAL		
□ PRODUCTS/COMPLETED OPERATIONS		
□ PERSONAL & ADVERTISING INJURY		
□ FIRE DAMAGE		
□ _____		
□ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS
Name:
Address:
Telephone: ( )

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD c/o 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 _____

Rev. 1/23 INS-D.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City"ity)

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE □ Included in Limits
□ In Addition to Limits

□ Deductible □ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. □ Per Occurrence □ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here □ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

□ COMMERCIAL AUTO POLICY
□ BUSINESS AUTO POLICY
□ OTHER

OTHER PROVISIONS

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 c/o 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 _____

Rev. 1/23 INS-D.doc

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and SCA OF CA, 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 E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and SCA OF CA, 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 F

TRADE SERVICES AGREEMENT
(CITY of Oxnard and SCA OF CA, 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/entityidentified 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 engagedin investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): By: SCA of CA, LLC

Federal ID Number (or n/a): 86-1931812

(Authorized Signature):

DocuSigned by: Brad Becker
D061C5B8B5034FD...

Printed Name & Title of Person Signing: Brad Becker Regional Vice President

Date Executed: 3/11/2024

Executed in the County of: Los Angeles in the State of: California

OPTION No.2 - EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged 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: _____

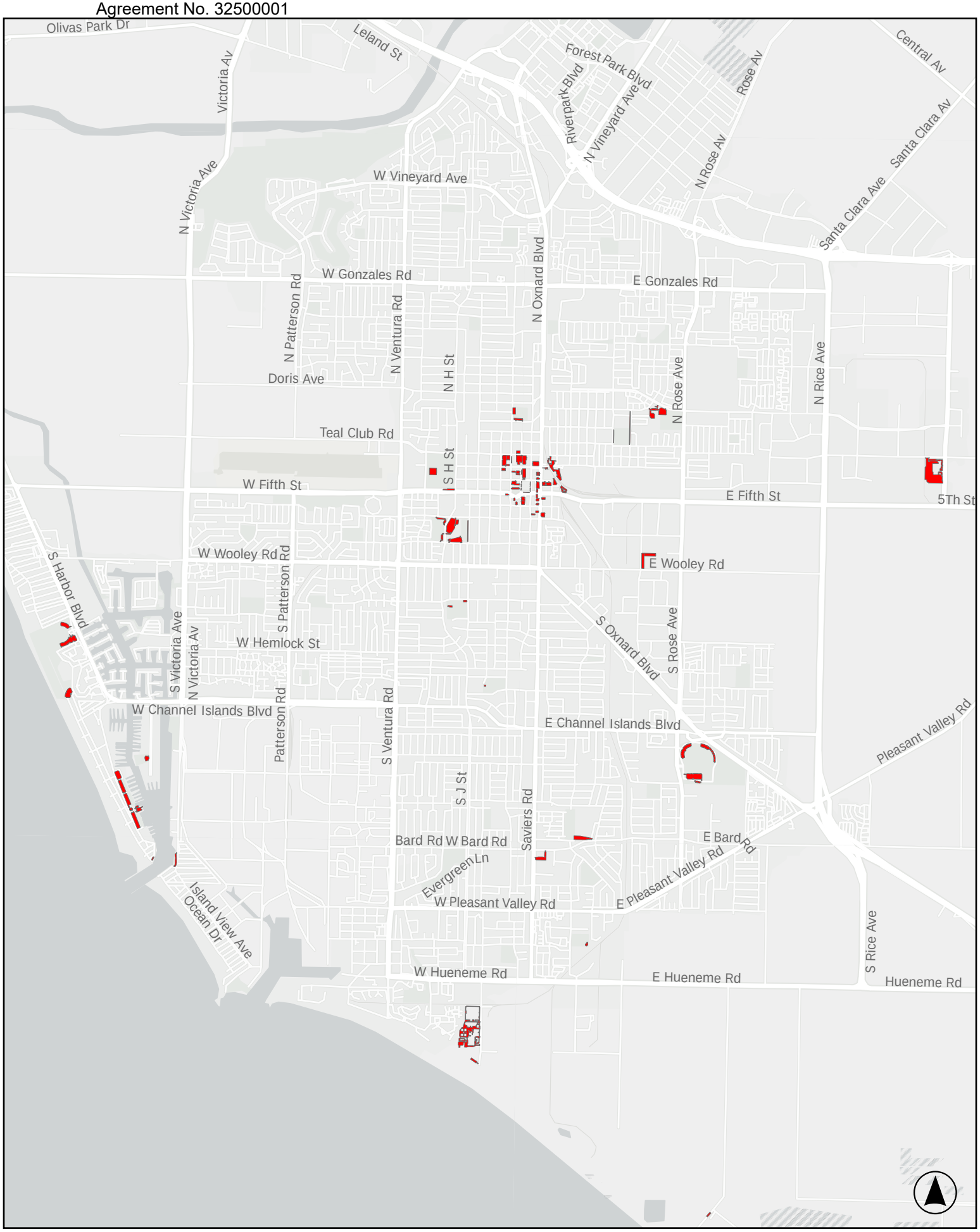
Executed in the County of: _____ in the State of: _____

EXHIBIT G

TRADE SERVICES AGREEMENT
(CITY of Oxnard and SCA OF CA, LLC)

PARKING LOT LOCATION MAPS

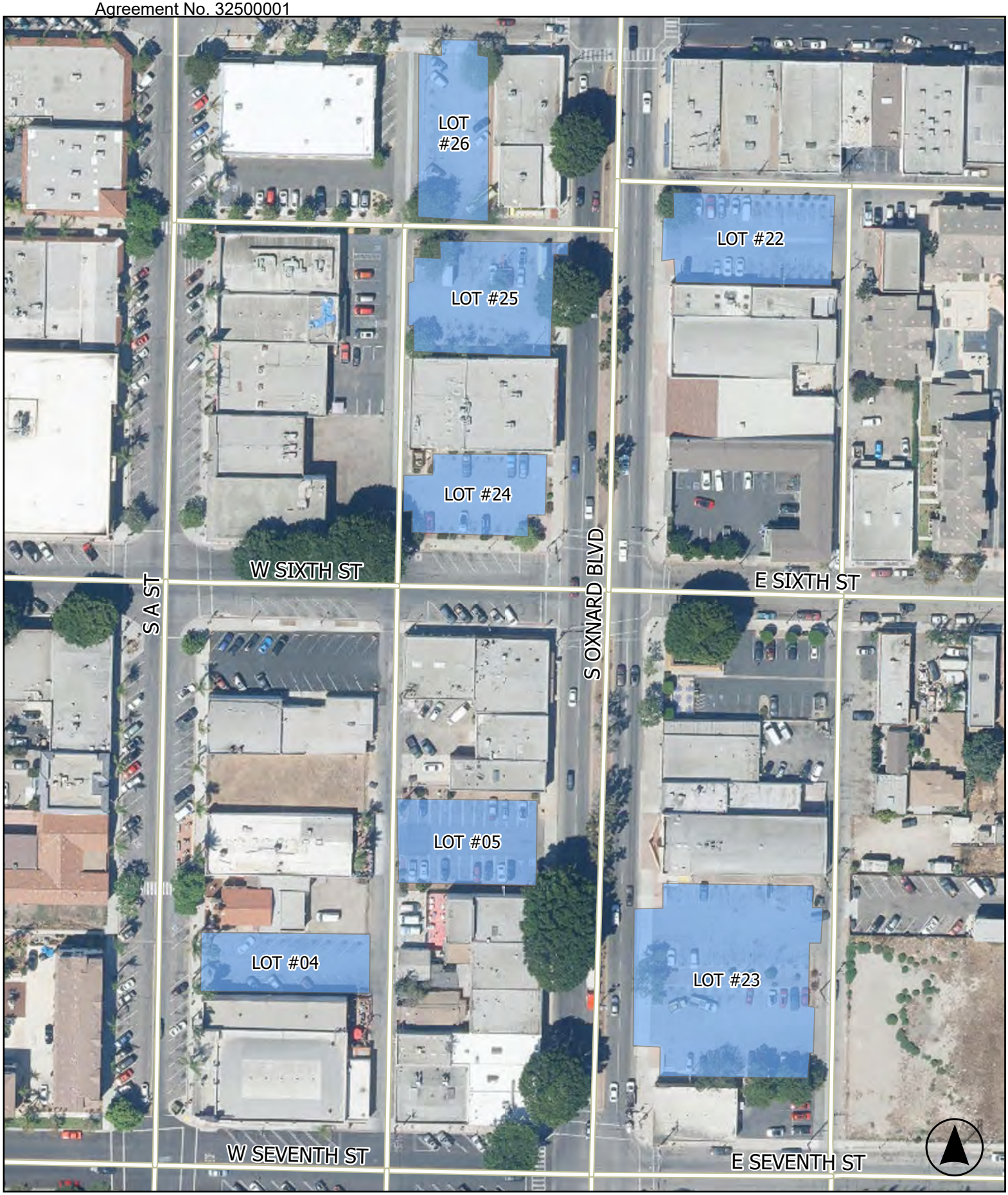
ON THE FOLLOWING PAGES



Street Sweeping Parking Lots

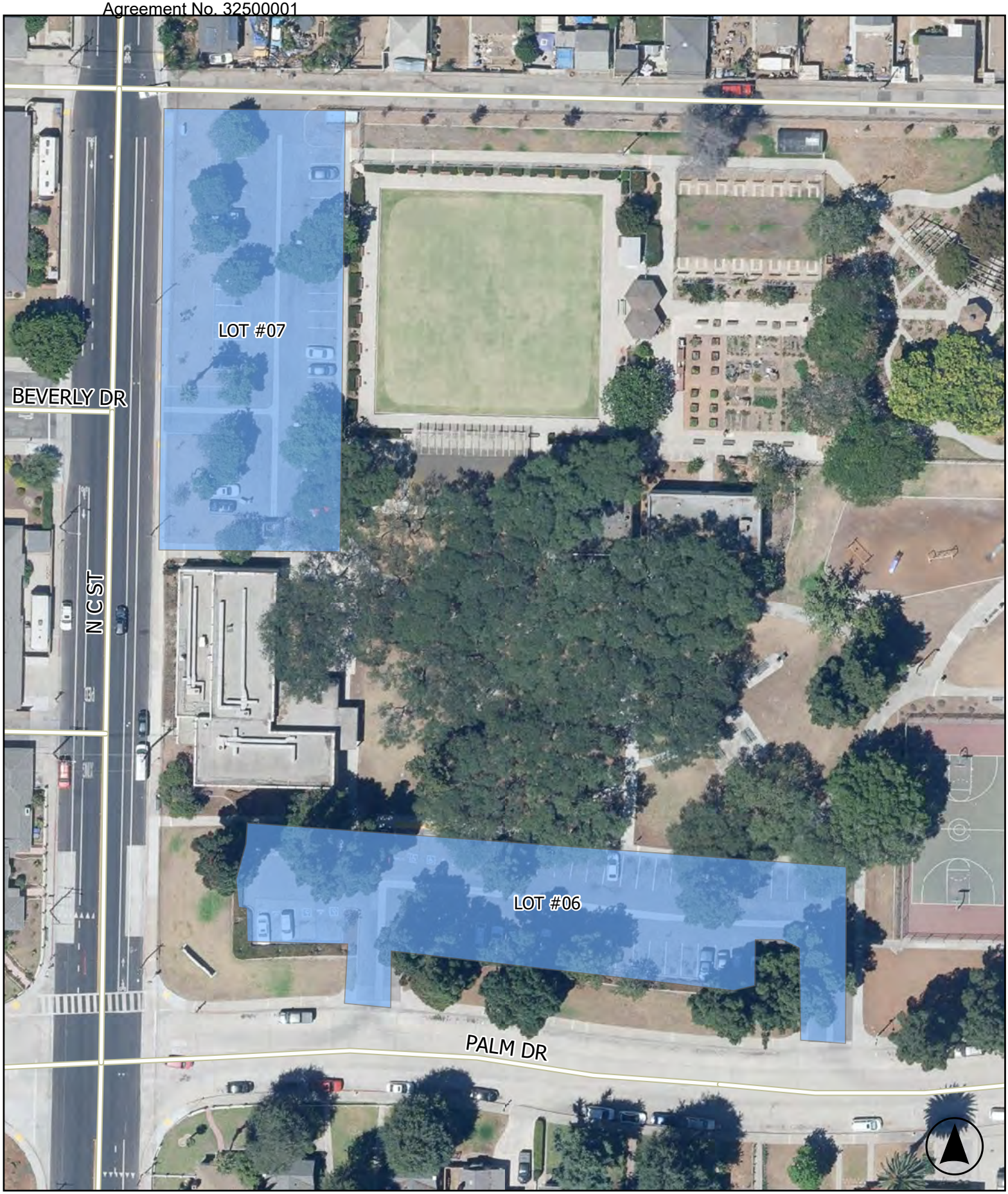


Lots 1 & 2



Lots 4, 5, 22-26

CITY OF OXNARD CALIFORNIA



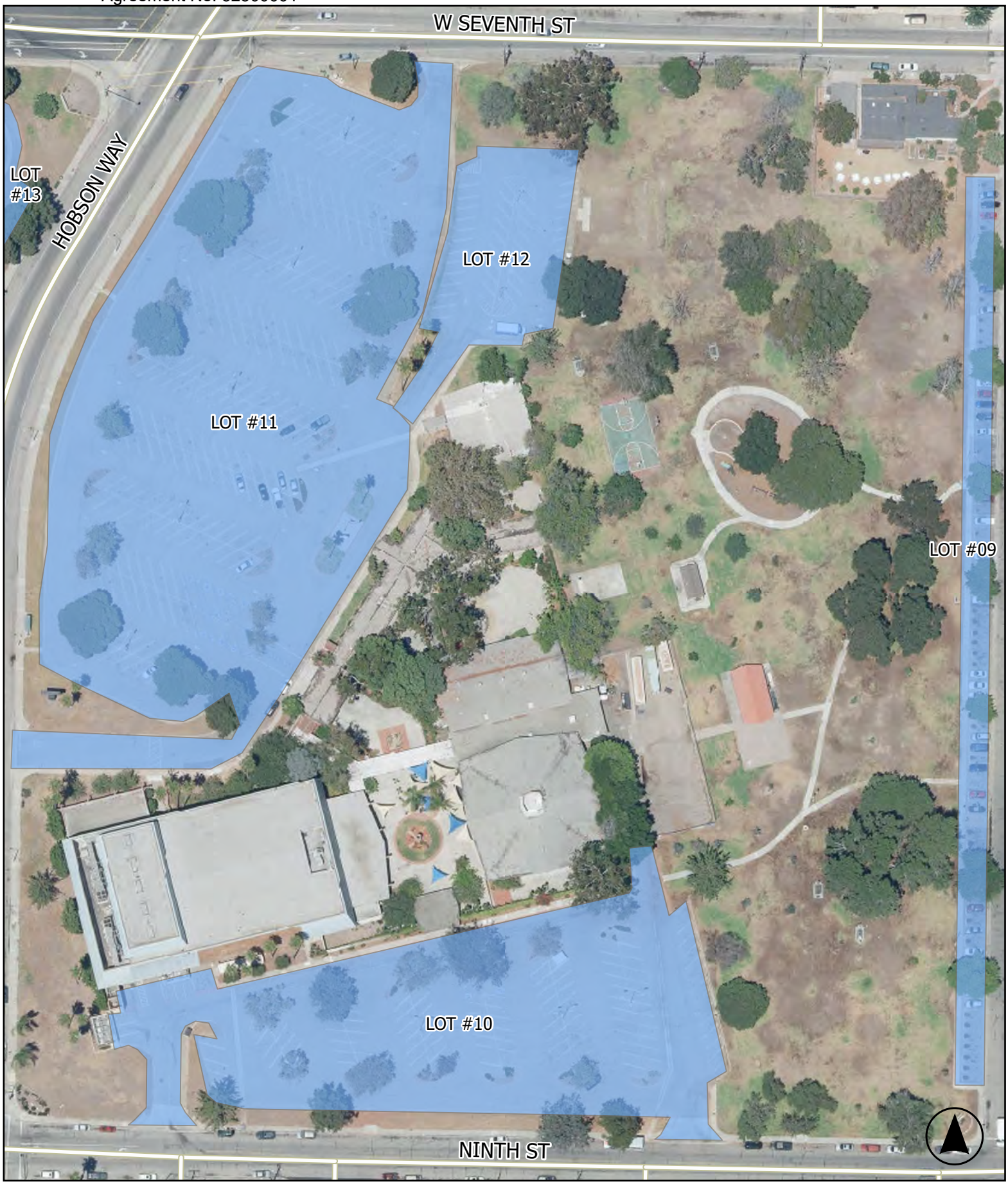
Lot 6 & Lot 7

CITY OF OXNARD CALIFORNIA



Lot 8

CITY OF OXNARD CALIFORNIA



Lots 9-12

CITY OF OXNARD CALIFORNIA



Lot 13

CITY OF OXNARD CALIFORNIA



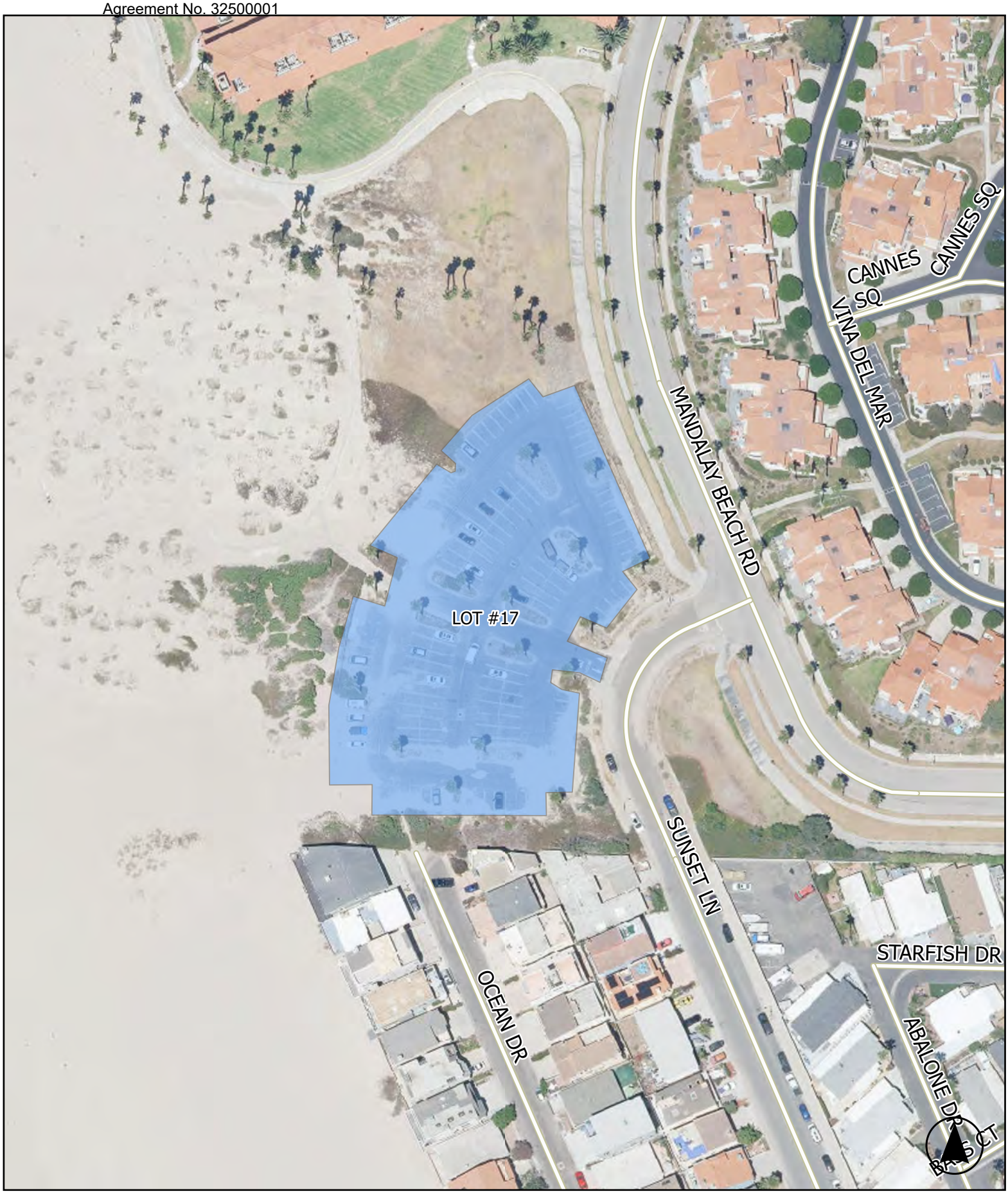
Lot 14

CITY OF OXNARD CALIFORNIA



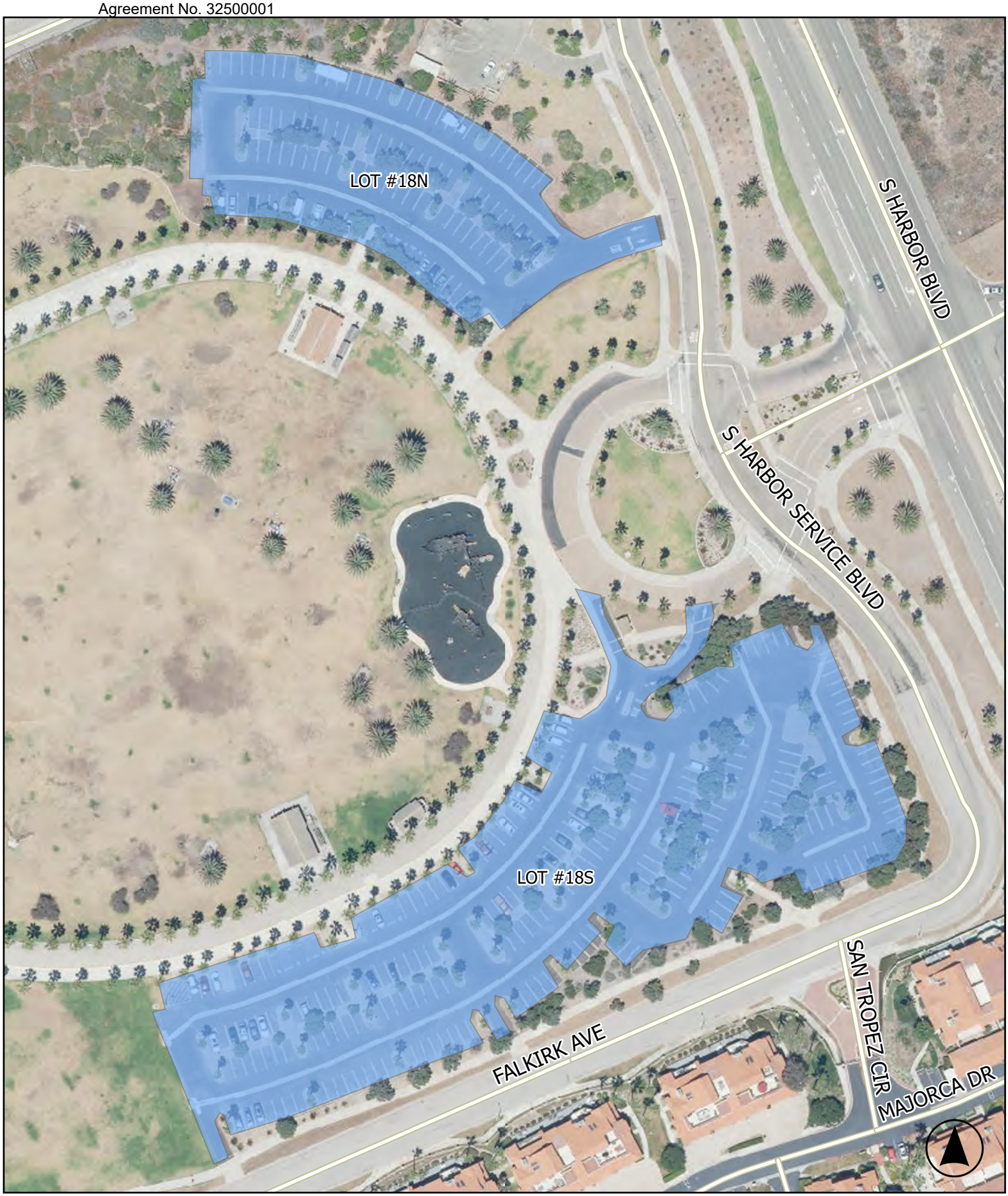
Lots 15 & 16

CITY OF OXNARD CALIFORNIA



Lot 17

CITY OF OXNARD CALIFORNIA


LOT #18N
S HARBOR BLVD
S HARBOR SERVICE BLVD
LOT #18S
FALKIRK AVE
SAN TROPEZ CIR
MAJORCA DR

Lots 18N & 18S



Lots 19-21



Lots 27-28 & 76

CITY OF OXNARD CALIFORNIA



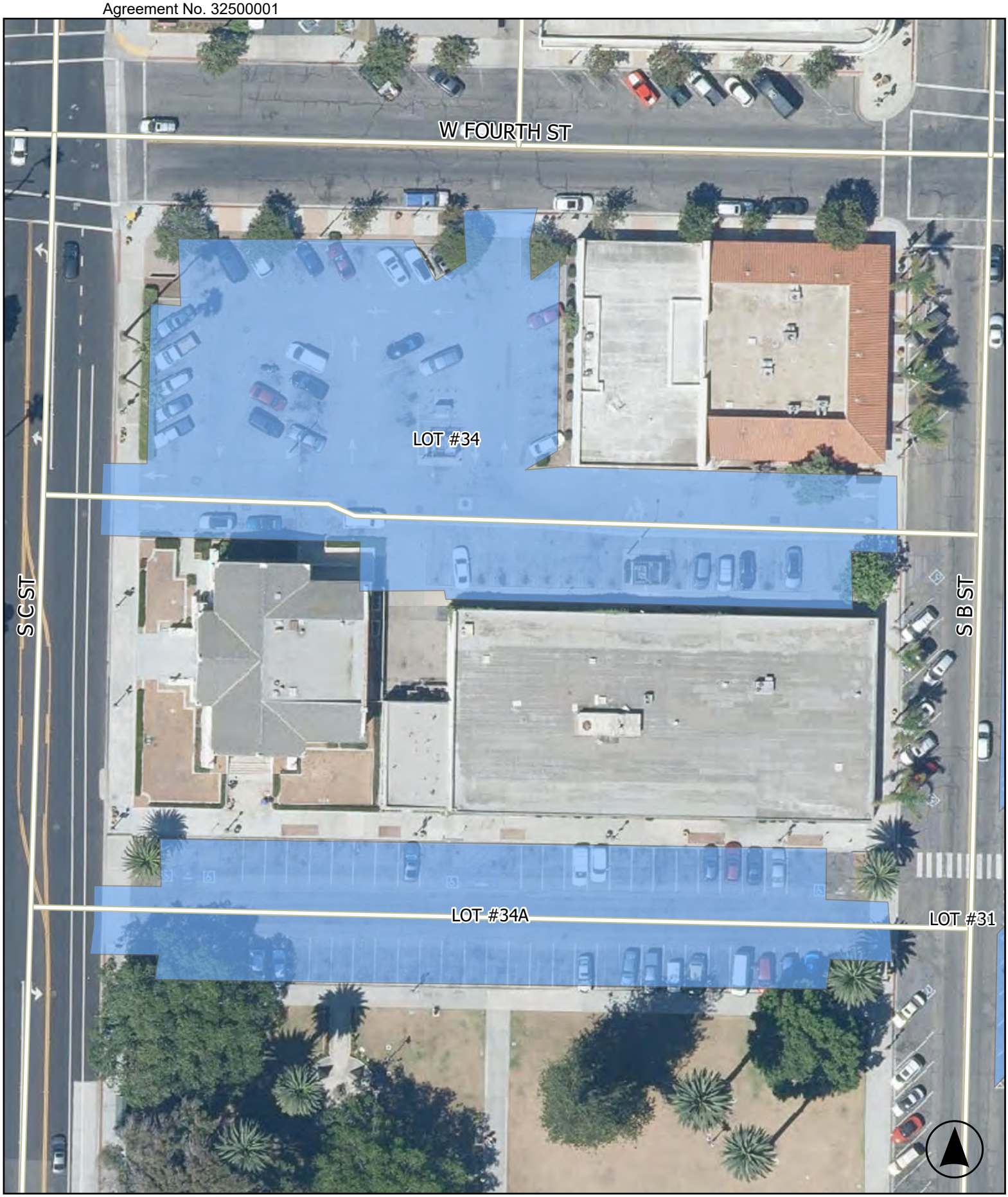
Lots 29-30, 32-33

CITY OF OXNARD CALIFORNIA



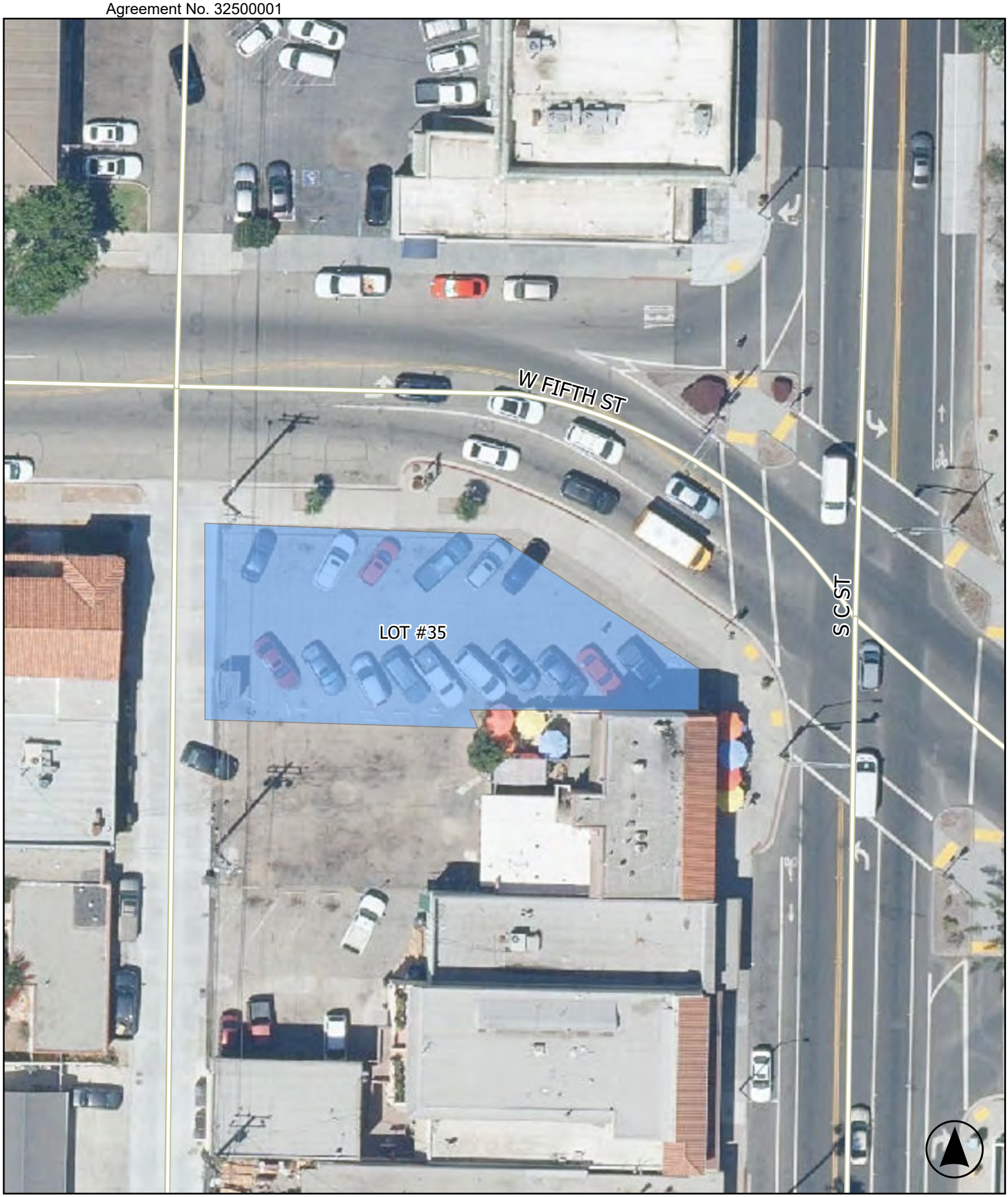
Lot 31

CITY OF OXNARD CALIFORNIA

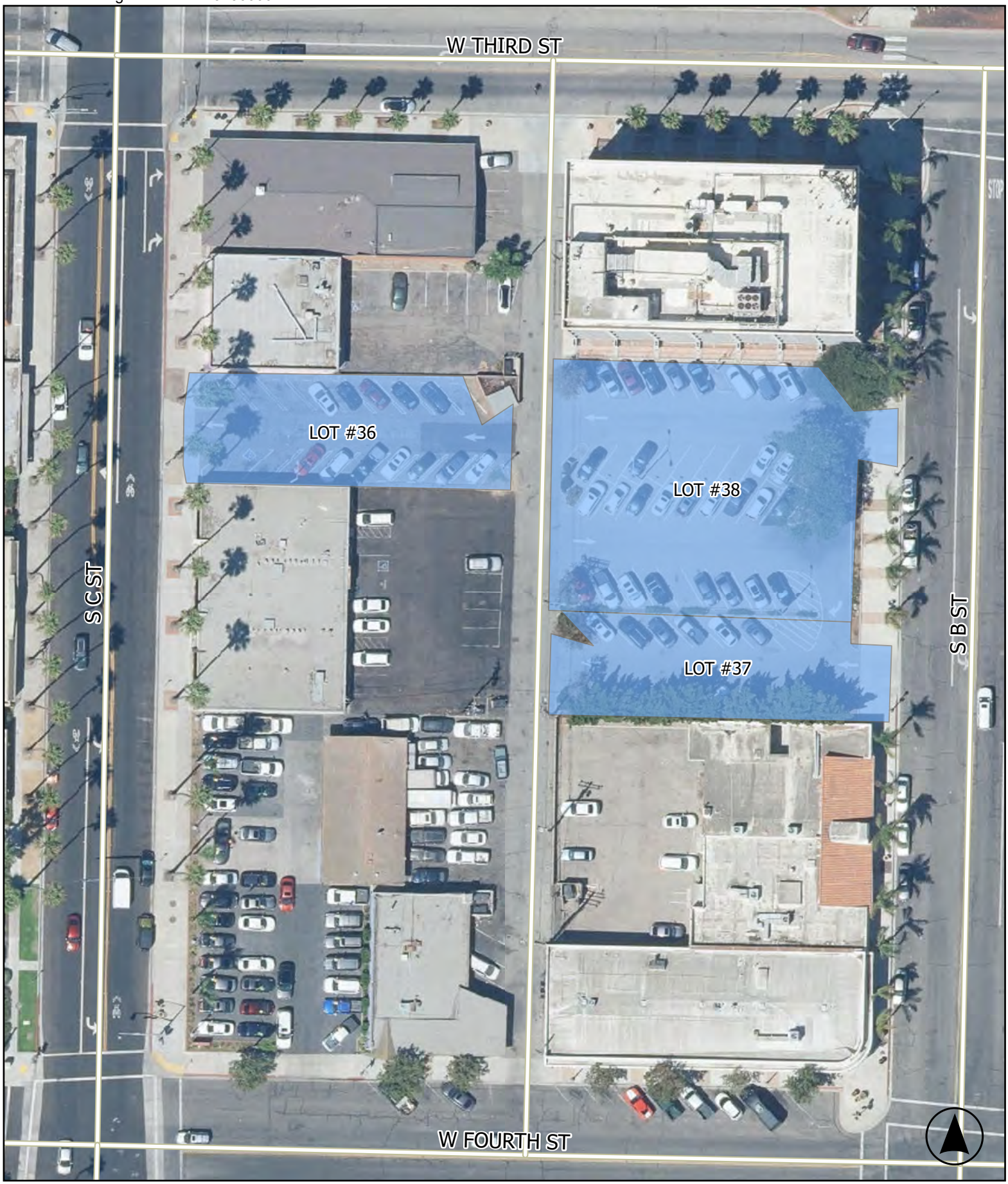


Lots 34 & 34A

CITY OF OXNARD CALIFORNIA

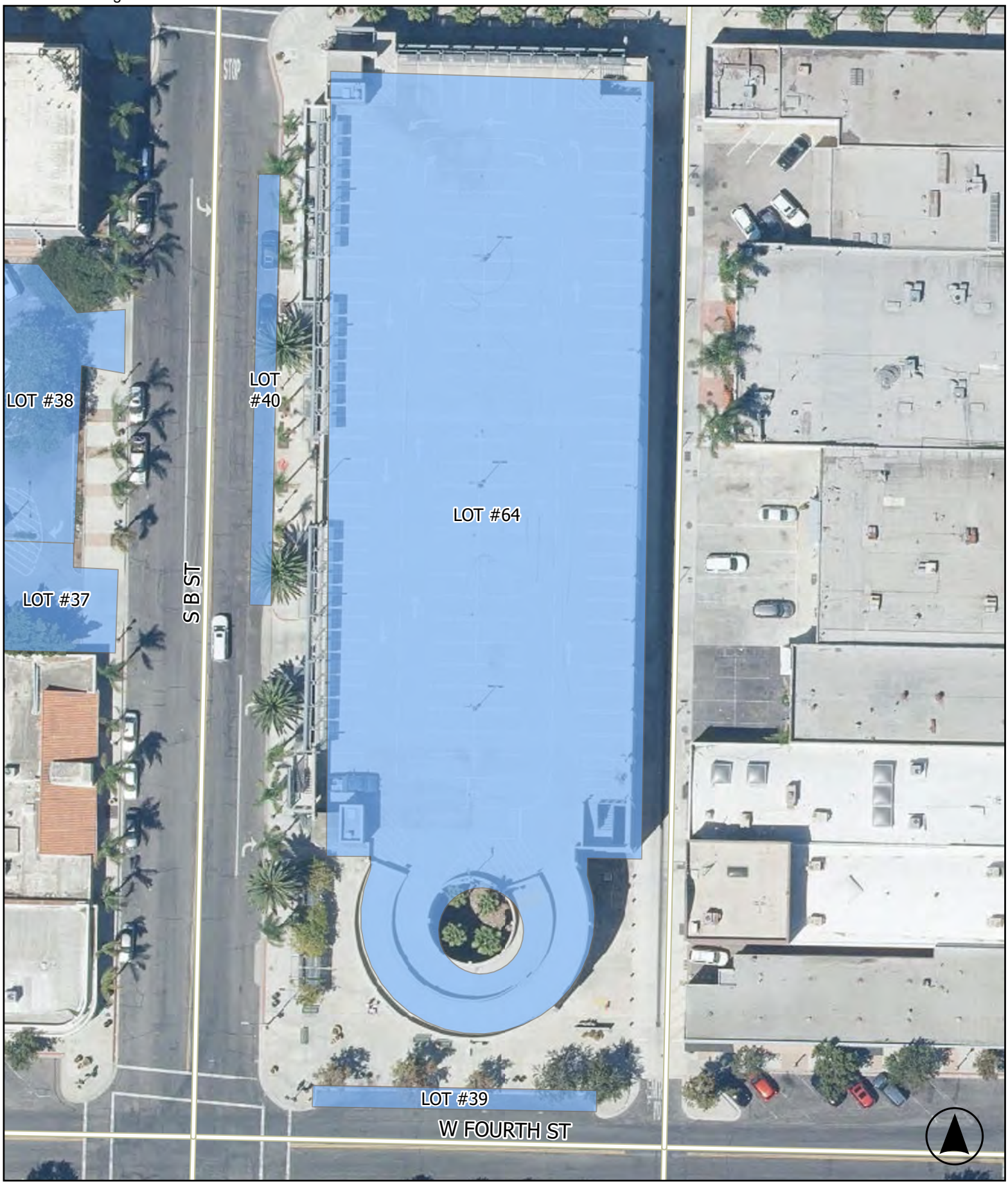


Lot 35



Lots 36-38

CITY OF OXNARD CALIFORNIA



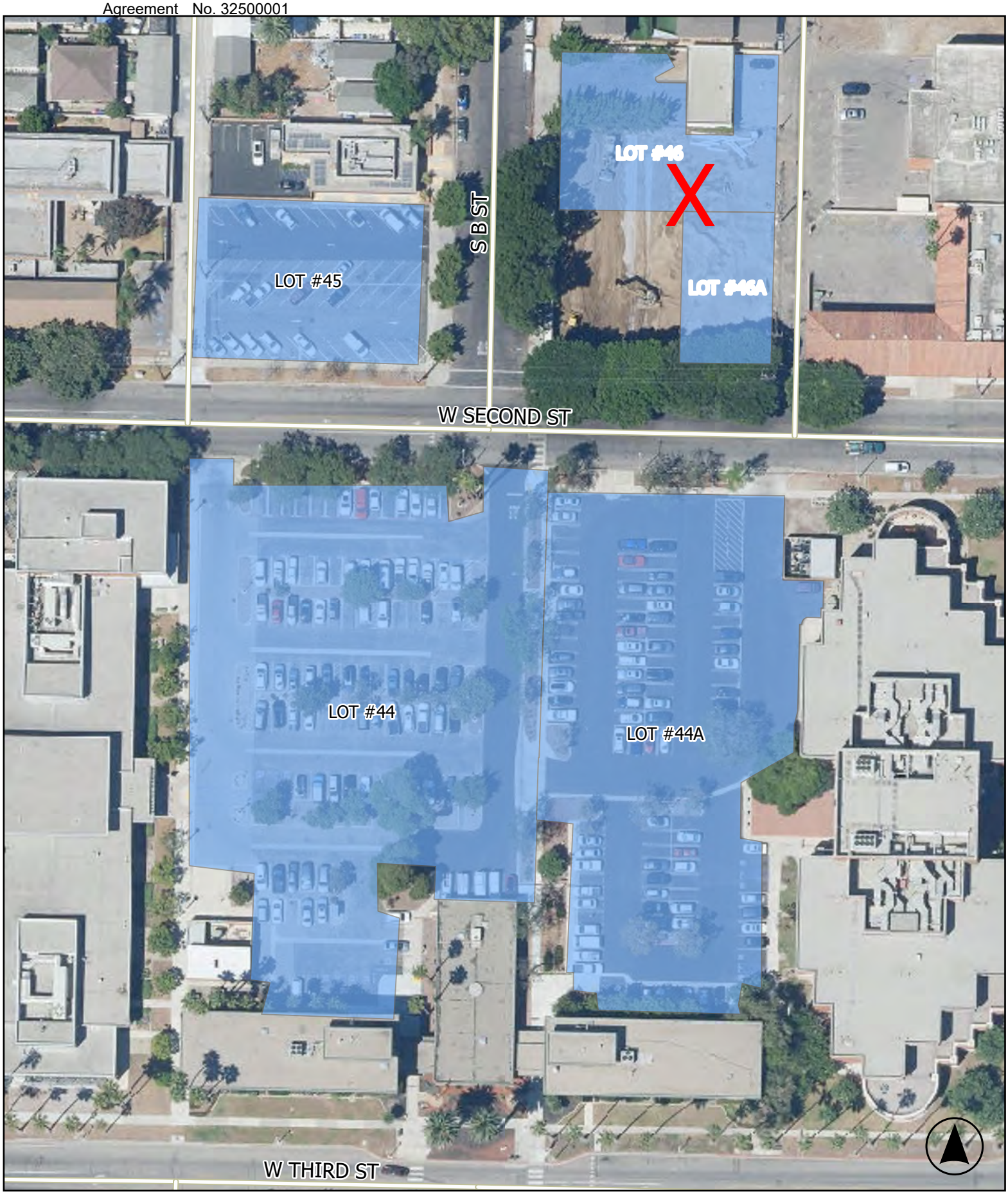
Lot 37-40 & 64

CITY OF OXNARD CALIFORNIA



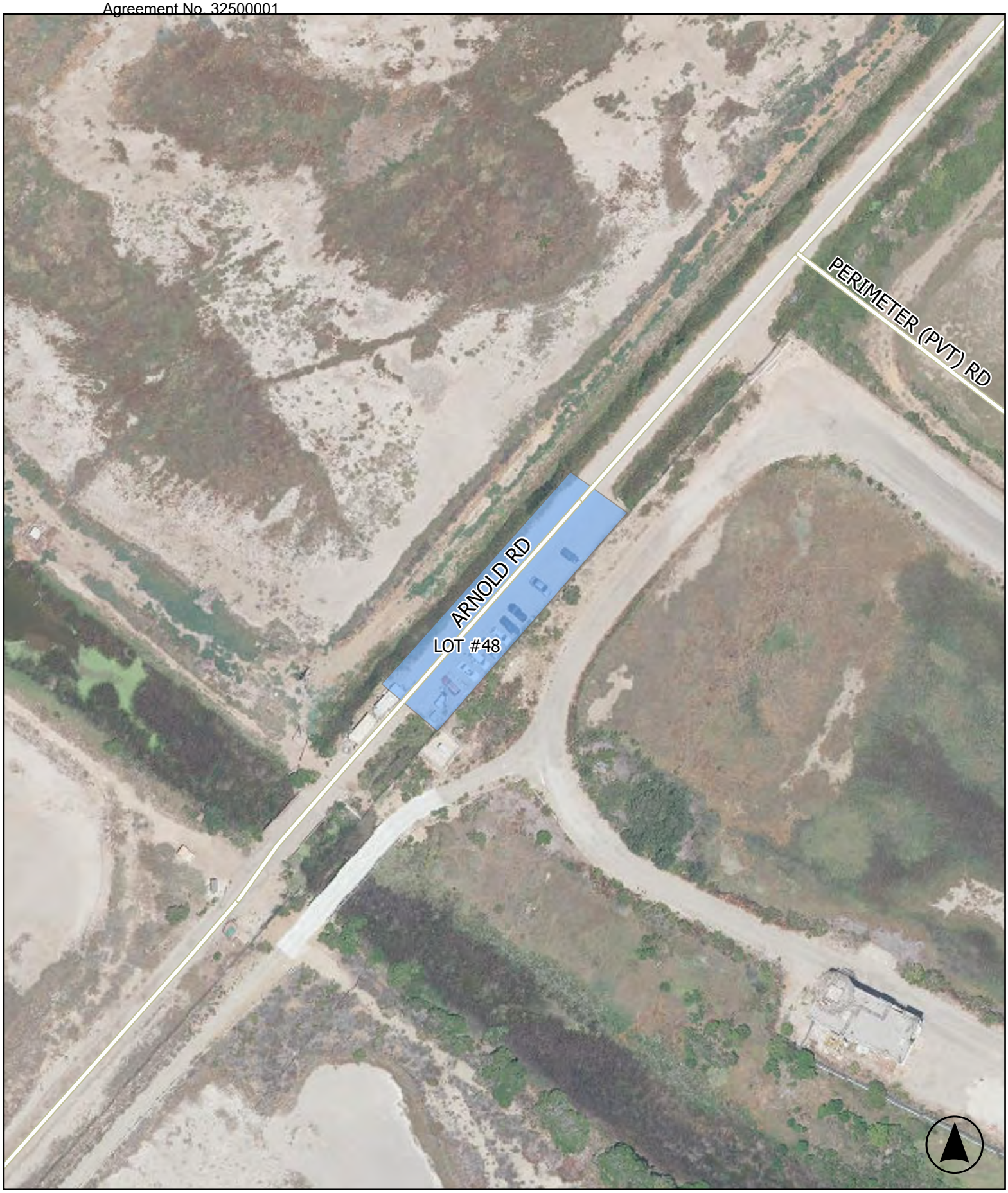
Lots 41-43 & 47

CITY OF OXNARD CALIFORNIA



Lots 44, 44A, 45

CITY OF OXNARD CALIFORNIA



Lot 48



Lot 49

CITY OF OXNARD CALIFORNIA

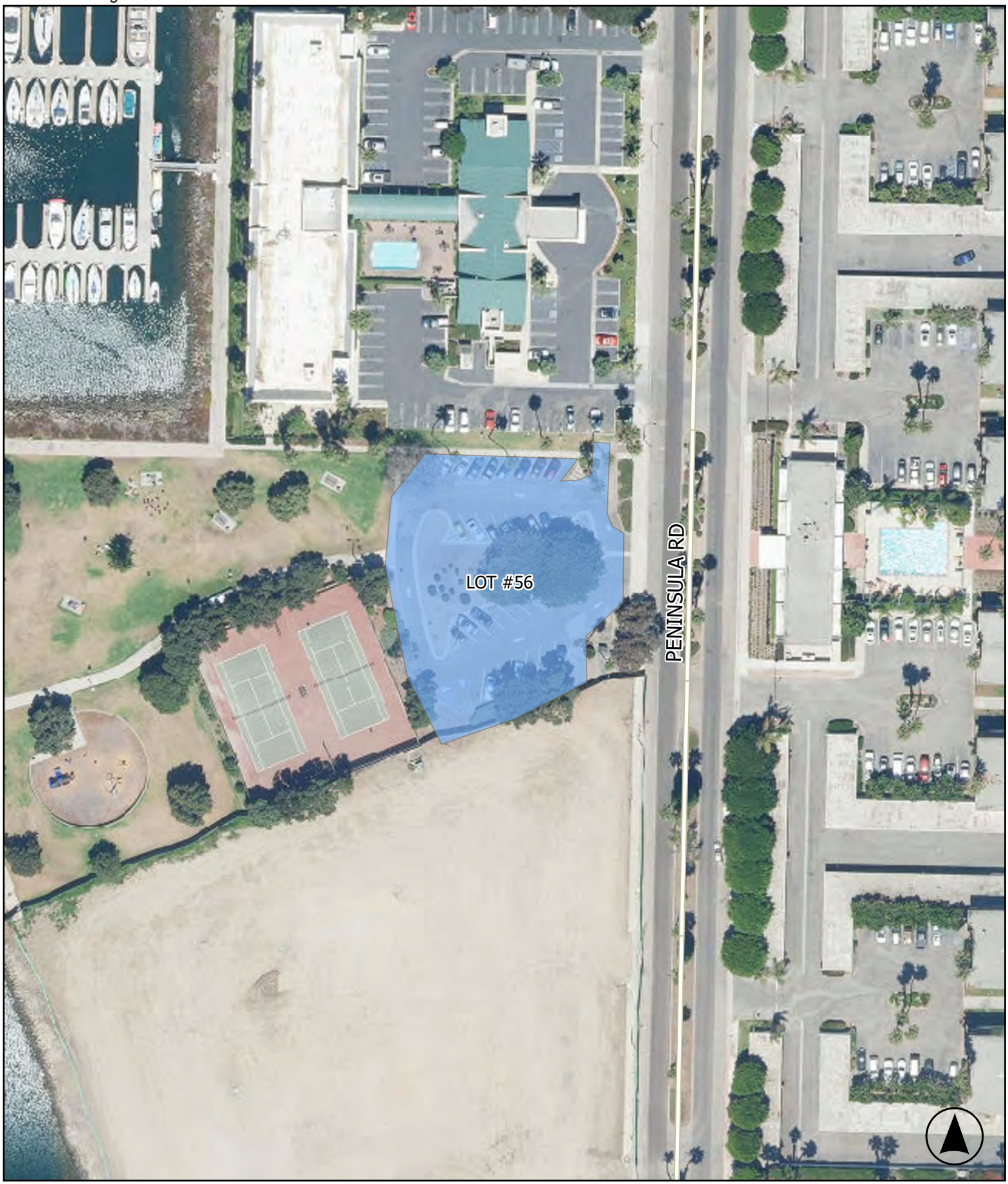


Lot 50



Lot 51

CITY OF OXNARD CALIFORNIA

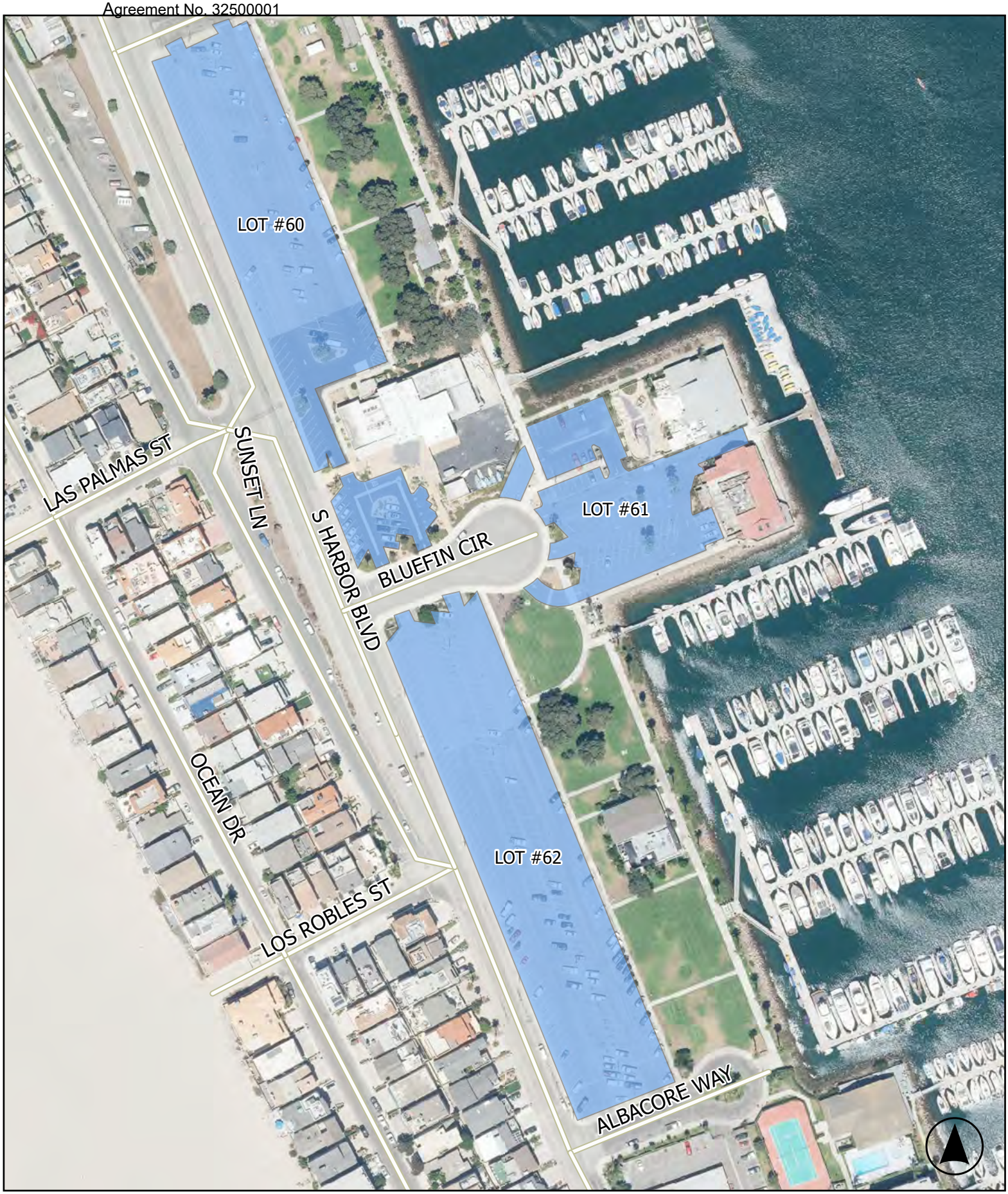


Lot 56



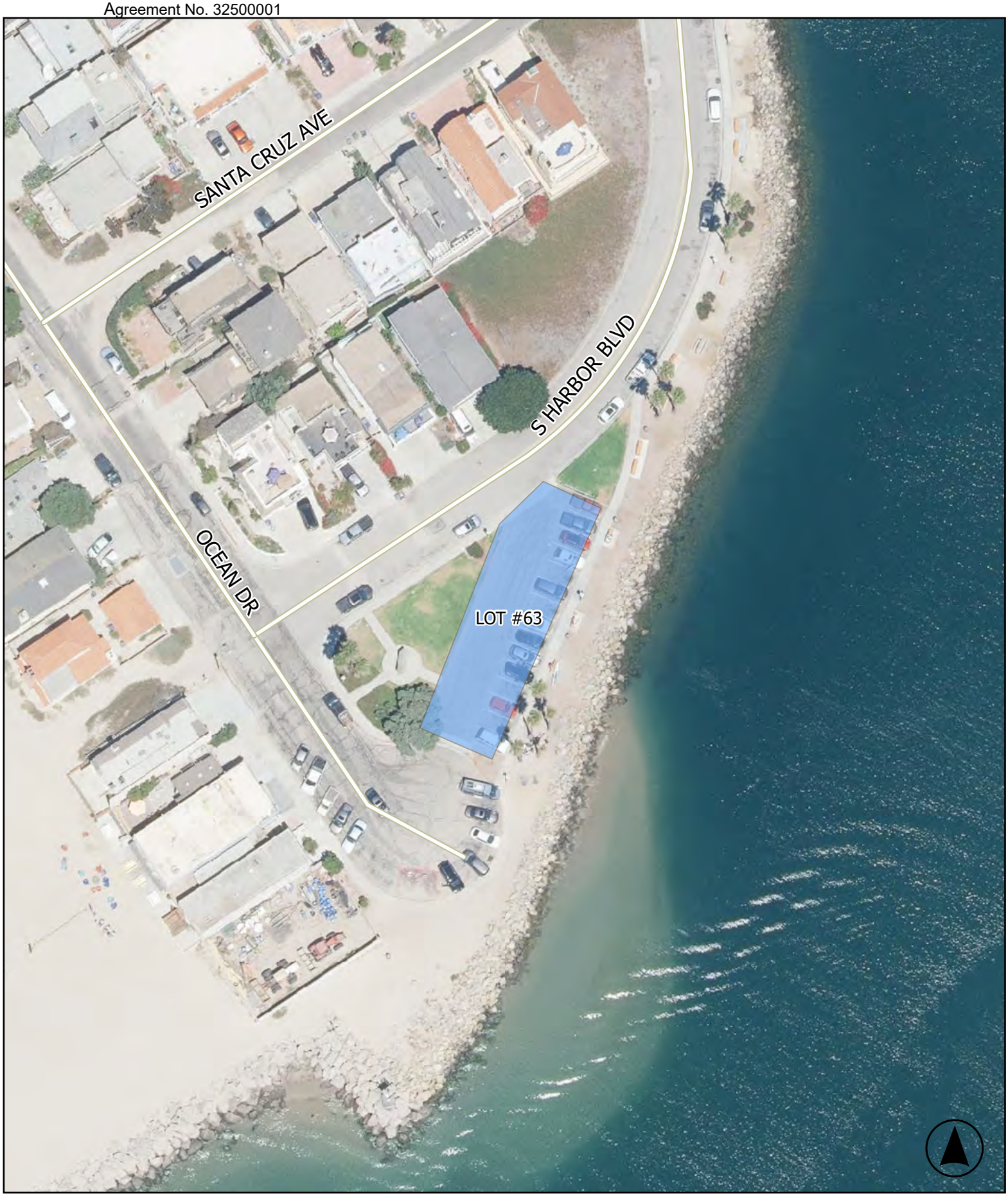
Lots 58-59

CITY OF OXNARD CALIFORNIA



Lots 60-62

CITY OF OXNARD CALIFORNIA



Lot 63

CITY OF OXNARD CALIFORNIA


E THIRD ST
S HAYES AVE
OXNARD TRANSPORTATION CENTER
LOT #66
E FOURTH ST
LOT #76
META ST
LOT #65
E FIFTH ST

Lot 65



Lot 66

CITY OF OXNARD CALIFORNIA



Lot 67

CITY OF OXNARD CALIFORNIA



Lot 68

CITY OF OXNARD CALIFORNIA

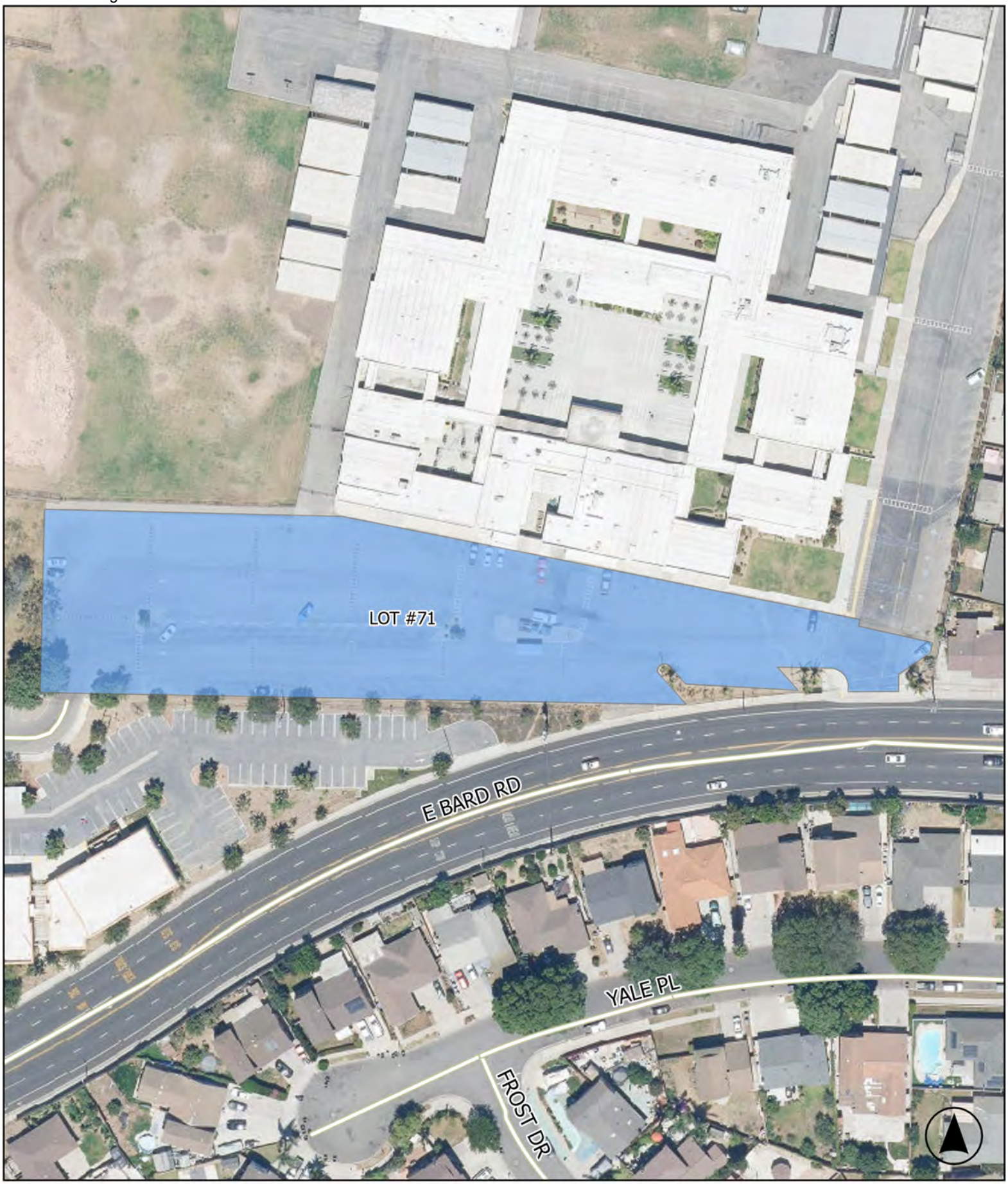

MAGELLAN AVE
SEAWIND WY
LIGHTHOUSE WY
LIGHTHOUSE WY
PERKINS RD
LOT #69

Lot 69



Lot 70

CITY OF OXNARD CALIFORNIA

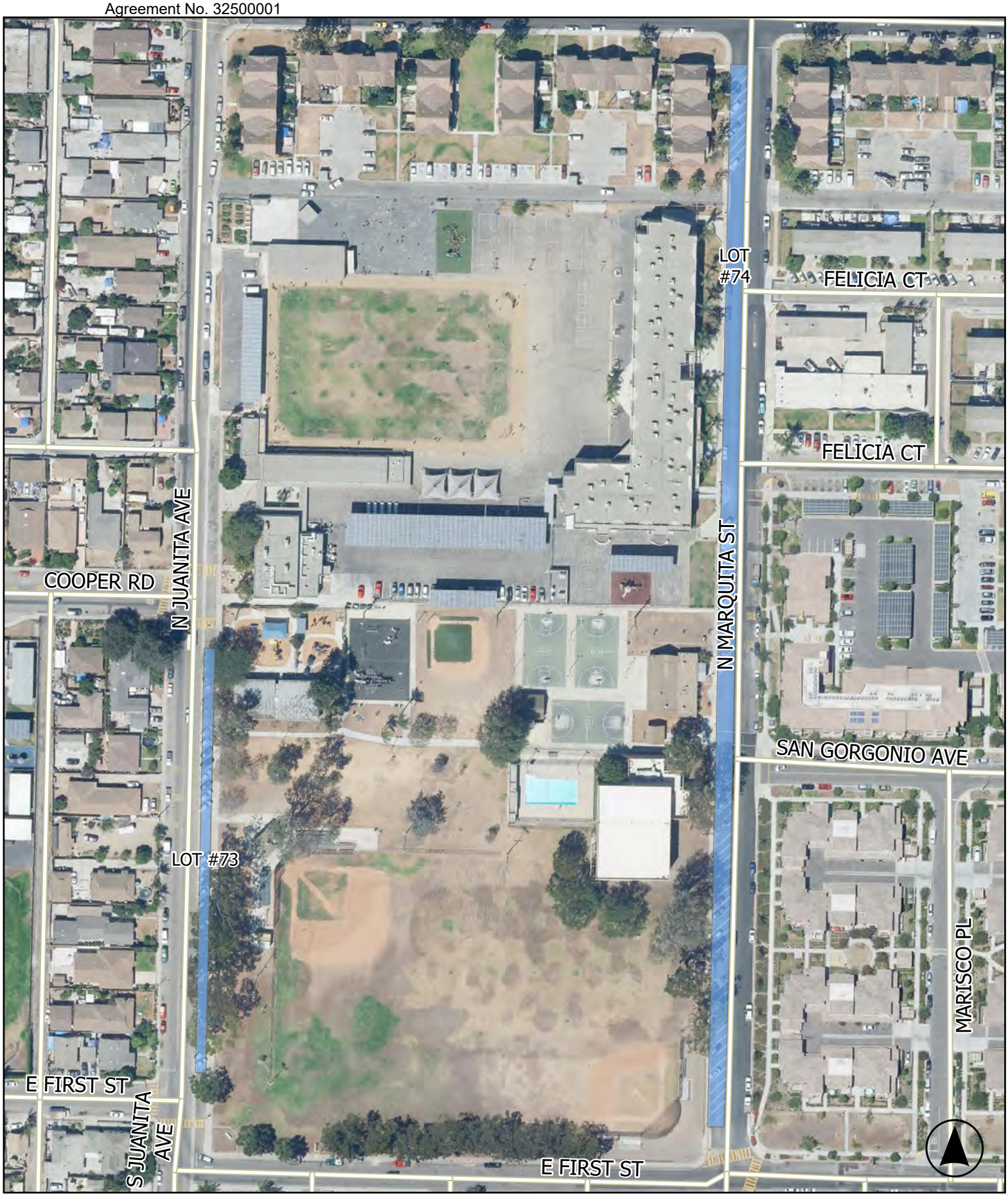


Lot 71



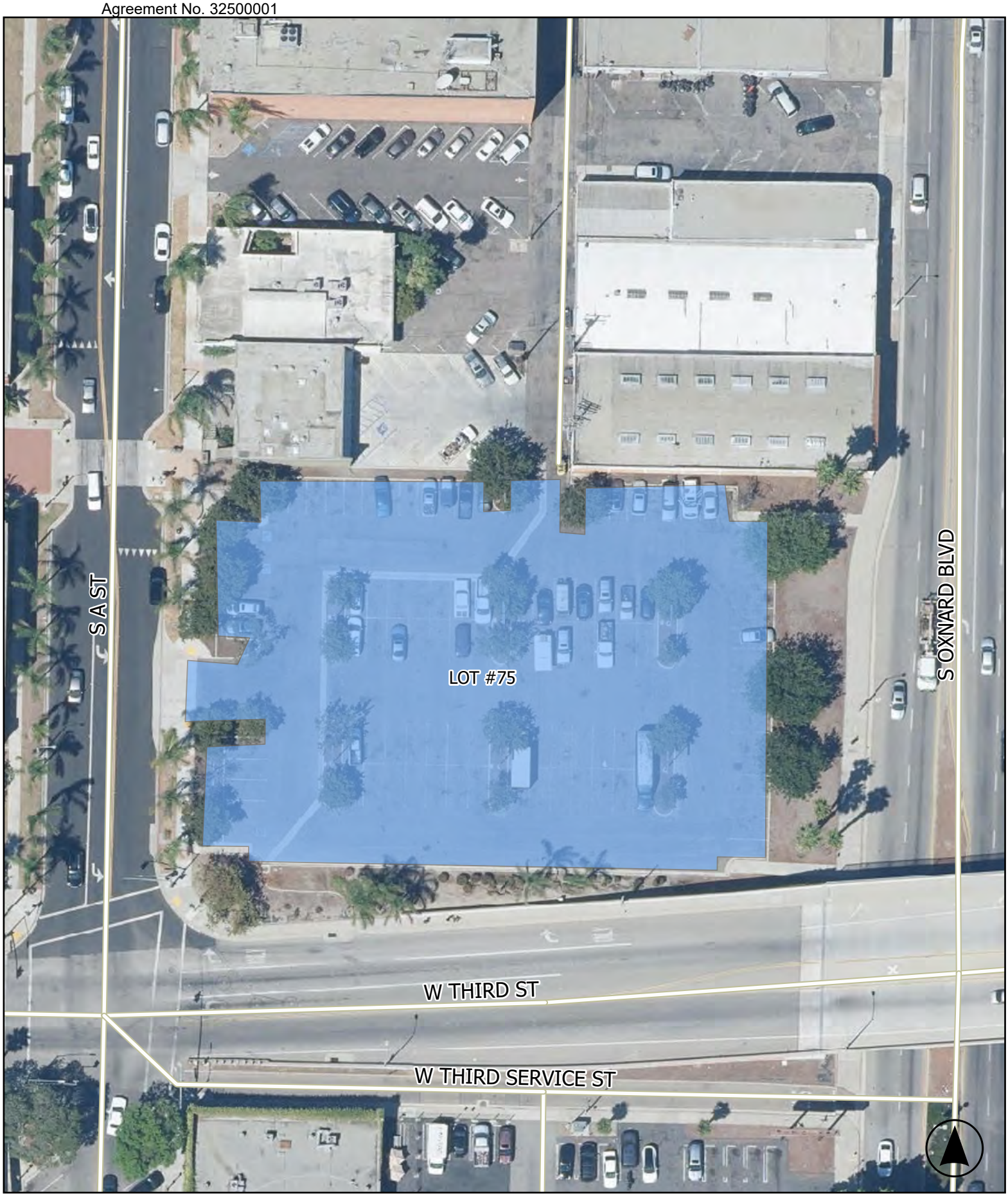
Lot 72

CITY OF OXNARD CALIFORNIA

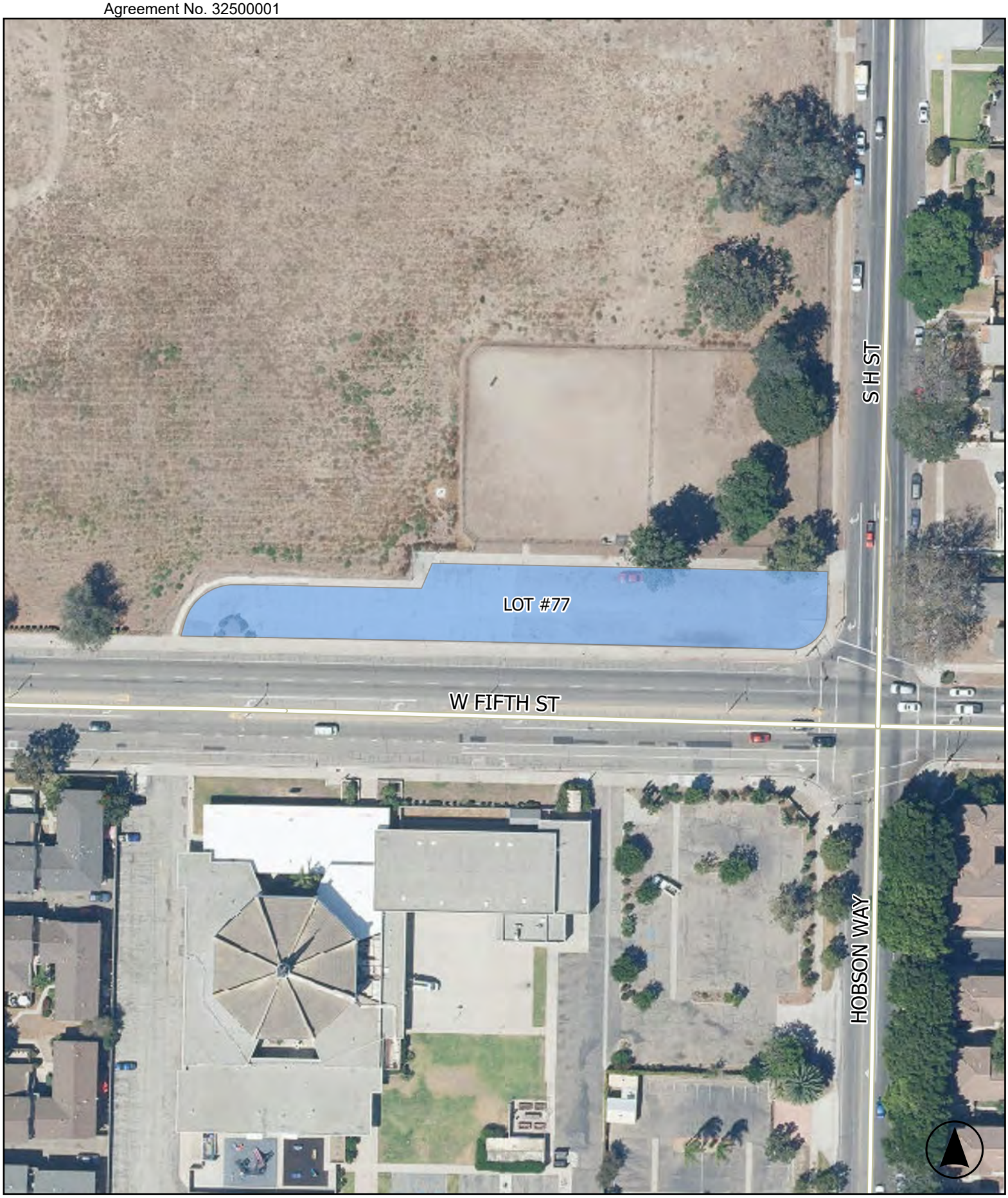


Lots 73-74

CITY OF OXNARD CALIFORNIA



Lot 75

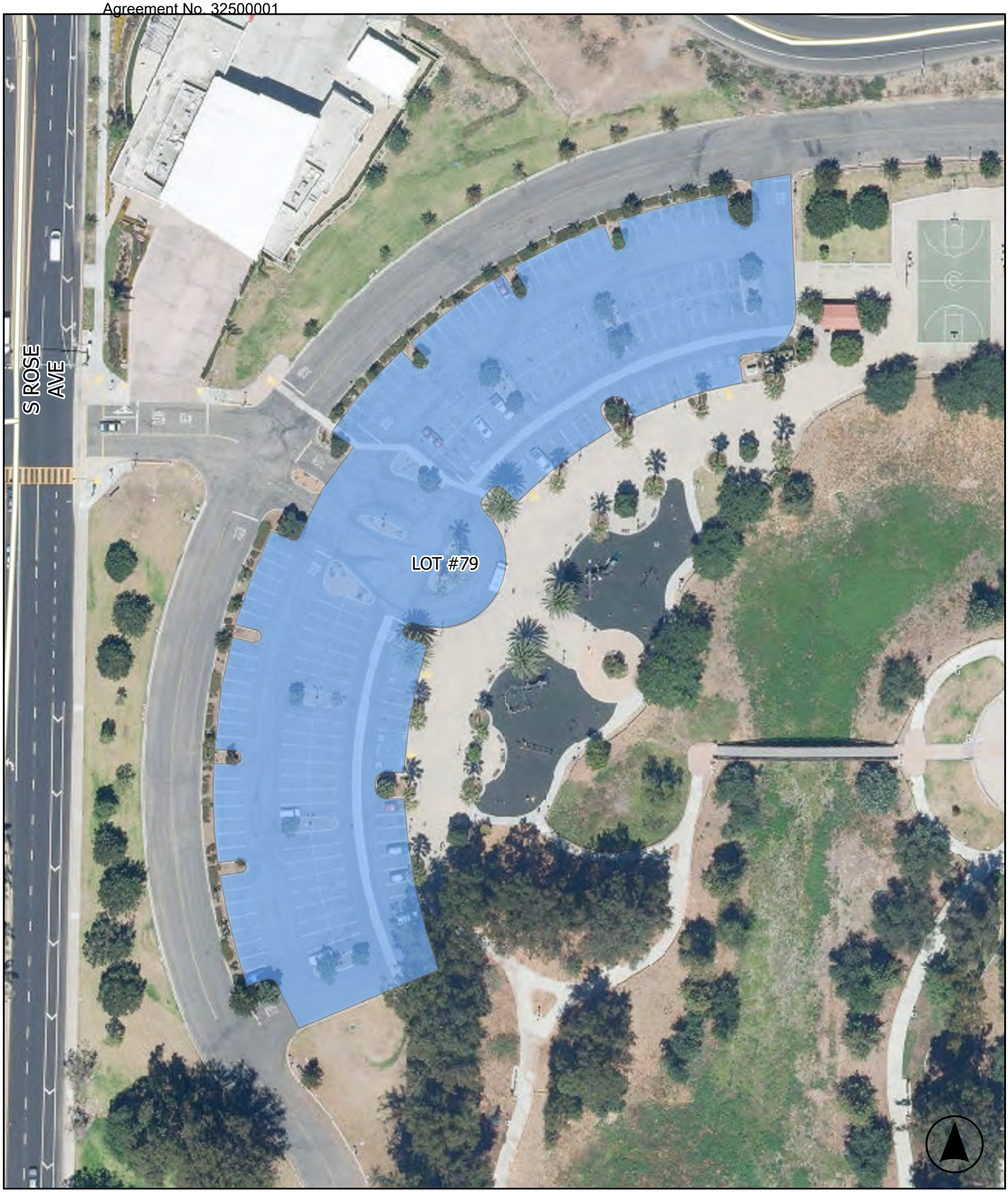


Lot 77



Lot 78

CITY OF OXNARD CALIFORNIA

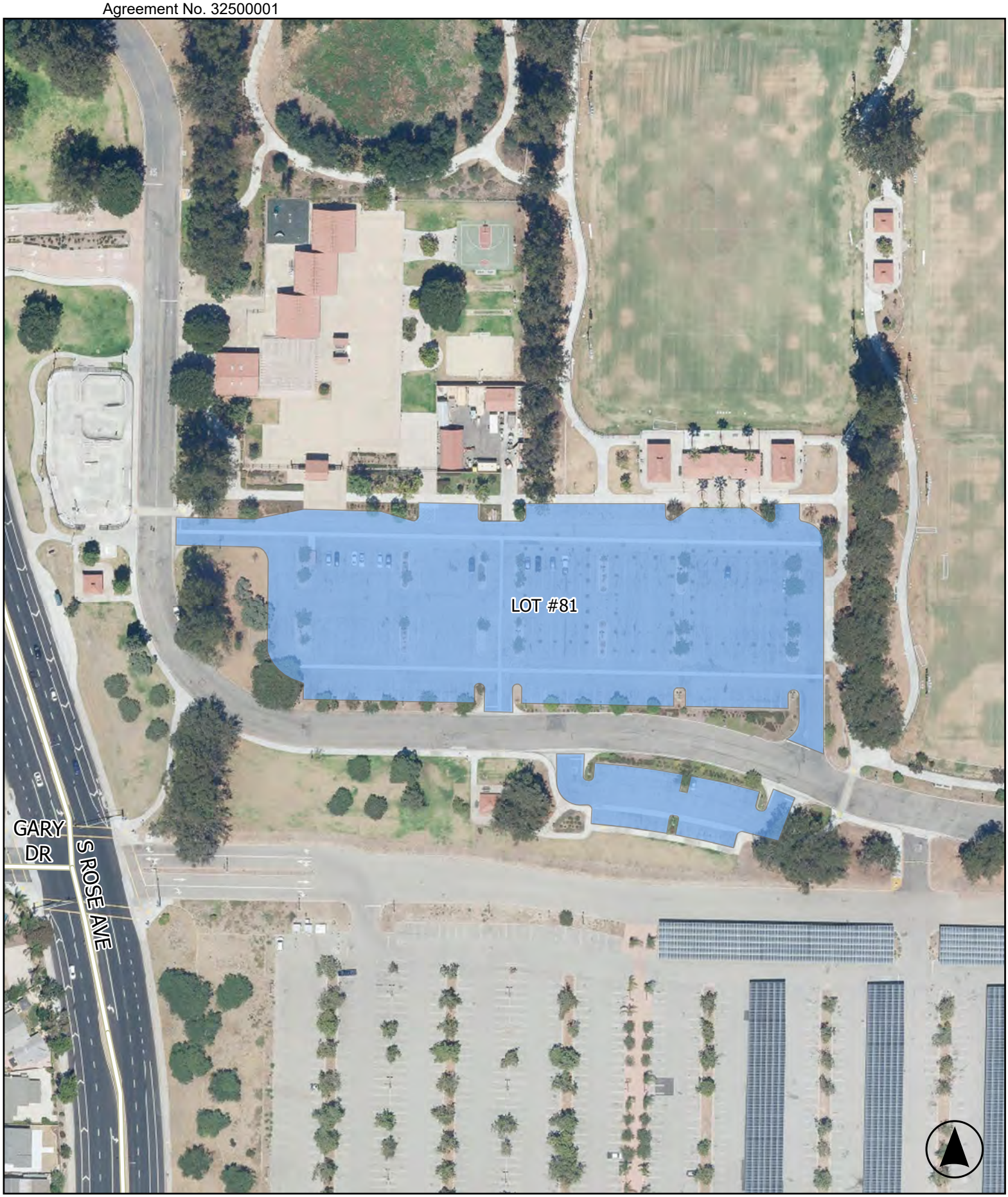


Lot 79

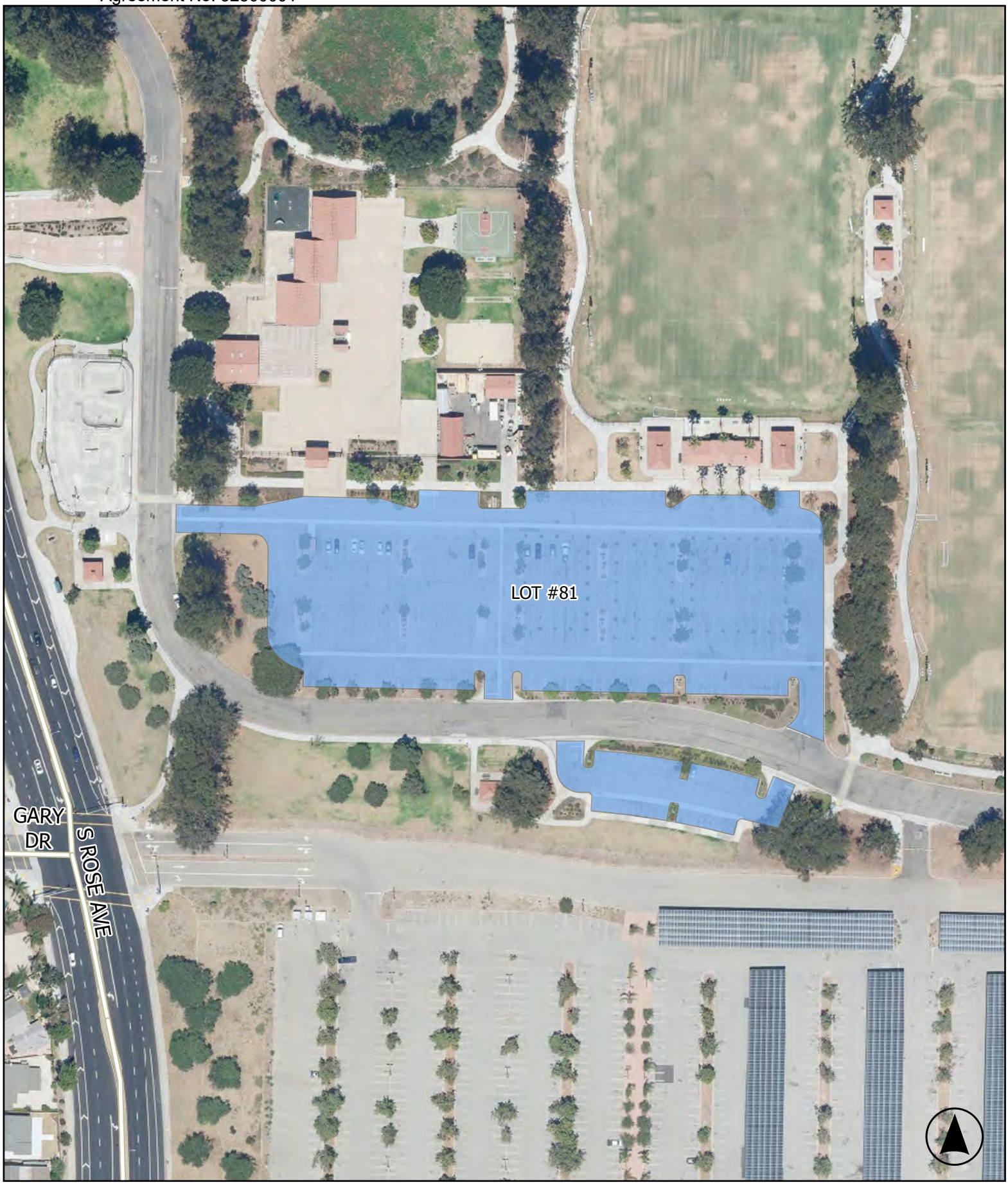


Lot 80

CITY OF OXNARD CALIFORNIA



Lot 81



Lot 81

EXHIBIT H

TRADE SERVICES AGREEMENT
(CITY of Oxnard and SCA of CA, LLC)

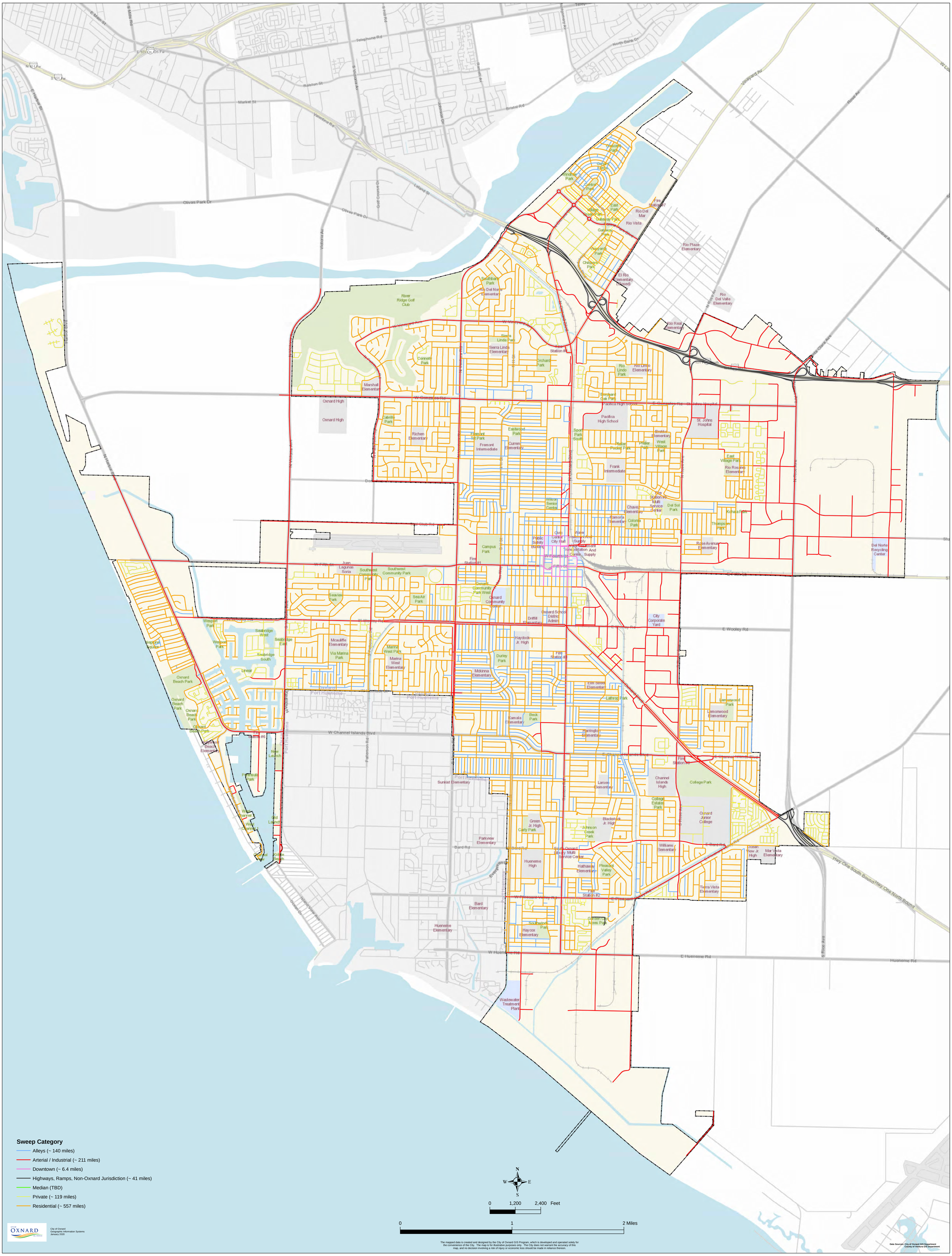
STREET SWEEPING LOCATION MAPS

ON THE FOLLOWING PAGES

Agreement No. 32500001

STREET SWEEPING

CURBMILES CALCULATIONS



Sweep Category

- Alleys (~ 140 miles)
- Arterial / Industrial (~ 211 miles)
- Downtown (~ 6.4 miles)
- Highways, Ramps, Non-Oxnard Jurisdiction (~ 41 miles)
- Median (TBD)
- Private (~ 119 miles)
- Residential (~ 557 miles)

N
W E
S

0 1,200 2,400 Feet

0 1 2 Miles

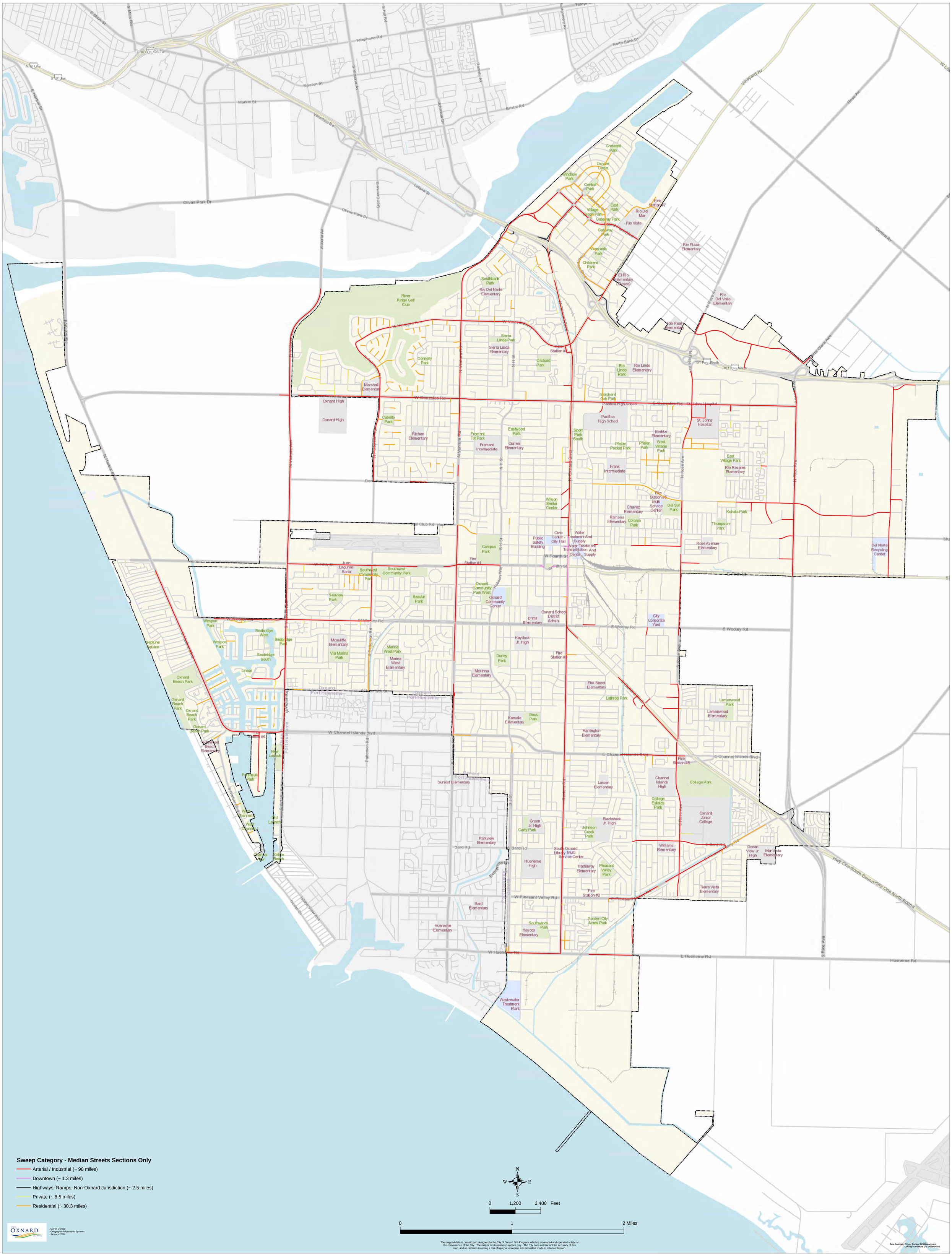
City of Oxnard
Geographic Information Systems
January 2020

The mapped data is created and designed by the City of Oxnard GIS Program, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map, and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Department
County of Ventura GIS Department

STREET SWEEPING

CURBMILES CALCULATIONS (MEDIANS ONLY)



Sweep Category - Median Streets Sections Only

- Arterial / Industrial (~ 98 miles)
- Downtown (~ 1.3 miles)
- Highways, Ramps, Non-Oxnard Jurisdiction (~ 2.5 miles)
- Private (~ 6.5 miles)
- Residential (~ 30.3 miles)

N
W E
S

0 1,200 2,400 Feet

0 1 2 Miles

City of Oxnard
Geographic Information Systems
January 2020

The mapped data is created and designed by the City of Oxnard GIS Program, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map, and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Department
County of Ventura GIS Department

Trade Services Agreement 32500001 with SCA of CA, LLC for Citywide Street Sweeping Services

Public Works and Transportation Committee
April 23, 2024

City Council
May 21, 2024

Brian Yanez
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with SCA of CA, LLC for a one-year term ending June 30, 2025, with an option to extend for four additional one-year terms for a final expiration of June 30, 2029, for up to a five-year agreement with a not to exceed amount of $10,250,000 for citywide street sweeping services, alleyways, parking lots, parking structures and city facilities.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with SCA of CA, LLC for a one-year term ending June 30, 2025, with an option to extend for four additional one-year terms for a final expiration of June 30, 2029, for up to a five-year agreement with a not to exceed amount of $10,250,000 for citywide street sweeping services, alleyways, parking lots, parking structures and city facilities.

BACKGROUND

- The City of Oxnard outsources all sweeping services:
  - Citywide streets
  - Alleyways
  - Parking lots
  - City facilities

- Regular sweeping required under City's National Pollutant Discharge Elimination System (NPDES) permit issued by State Water Resources Board

- Sweeping days are generally the next business day after the refuse collection schedule

BACKGROUND

- August 2022, Assembly Bill 1886 (AB 1886) expanded the definition of "public works" to include street sweeping, as defined, maintenance performed for the routine cleaning of any publicly owned or publicly operated street

- The State's Department of Industrial Relations (DIR) published the current rate of $91.25 per hour on July 1, 2023, set to increase by $4.00 per hour to $95.25 on July 1, 2024

- Prior to AB 1886, the average wage for a street sweeper operator ranged between $25.00-$35.00

BACKGROUND

Table below provides a history of vendor names, dates of service, and curb mile costs over the past 10 years:

Street Sweeping Vendor History and Cost Per Curb Mile		
Vendor	**Dates**	**Curb Mile Cost**
SCA	September 2023 - June 30, 2024	$80
Venco*	October 2020 - September 2023	$28
Venco	April 2014 - March 2020	$24

*SCA acquired ownership of Venco in June 2022

DISCUSSION

- On December 28, 2023, the City's Purchasing Division conducted formal solicitation for citywide sweeping services (Bid Number PW24-72), with proposal due by January 31, 2024.
- Bid information posted on City's website and www.publicpurchase.com
- City received two (2) bid responses prior to the deadline and SCA of CA, LLC, was determined to be the lowest most responsive bidder.
- The contract will comply with all prevailing wage provisions made by the Department of Industrial Relations (DIR)

DISCUSSION

Approximately 21,256 curb miles are swept annually

CITY of Oxnard Street Sweeping Agreement	Annual Number of Sweeps	Total Curb Miles Per Sweep	Total Curb Miles Per Month	Total Annual Curb Miles
Residential/Restricted *Bi-Weekly*	24	590	1,180	~ 14,160
Less: No Residential/Restricted Sweeping *(Holiday Weeks)*	10 Holiday Weeks		(295)	(2,950)
Alleyways: *Monthly*	15	146	146	~ 2190
Arterial - *Bi-Weekly*	24	310	620	7,440
Downtown - *Weekly*	52	8	32	416
Total Annual Curb Miles				~ 21,256

Sweeping prevents trash, plant debris and sediment from entering the City's storm drain system

DISCUSSION

- Residential/Restricted Streets: Swept twice a month; will take place within areas designated by established routes;

- Arterial Streets: Approximately 620 curb miles; swept twice a month; must adhere to sweeping schedule;

- Alleyways: Approximately 146 crub miles; swept once a month;

DISCUSSION

- Downtown: Consists of downtown area and approximately 8 curb miles;
- Medians: Scheduled weekly on Tuesdays, except for City observed holidays;
- Parking Enforcement: In designated areas with proper signage, collaborates with Oxnard PD and staff.

DISCUSSION

- SCA of CA, LLC, will provide the following:
  - Regular citywide sweeping
  - Response to on-call emergency sweeping needs
  - Sweeping re-mapping and re-routing

- City does not pay SCA for days sweeping is interrupted (rain, natural disasters, health emergencies, etc.)

- SCA meets all City-required contractual provisions

FINANCIAL IMPACT

- Cost for this Contract is not to exceed $10,250,000 through June 30, 2029

- Significant increase in cost to this contract is due in large part from prevailing wage requirements as approved through AB1886

QUESTIONS?

CITY OF OXNARD CALIFORNIA