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
November 26, 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: 830 6543 2386
3. Passcode: 404903

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 November 12, 2024 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department
SUBJECT: Annual Purchase Orders with SiteOne Landscape for Landscape Supplies, Specification No. 25-11. (10 minutes)
RECOMMENDATION: The Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute annual Purchase Orders with SiteOne Landscape from December 18, 2024, through December 17, 2029, for a total not to exceed amount of $1,000,000 for landscape supplies.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/okQZ1njVPIc
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
   SUBJECT: Agreement 32500260 with Northhills Recycling for On-Call Engineered Fiber, Mulch and Bark Delivery and Services, Specification No. PW 24-133R. (10 minutes)
   RECOMMENDATION: The Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with Northhills Recycling for a term of one year from December 18, 2024, to December 17, 2025, for a total contract amount not to exceed $500,000 for on-call engineered fiber, mulch, and bark delivery and services.

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

3. Public Works Department
   SUBJECT: Public Project Agreement 32500241 with Blackpointe Group Construction & Management Inc. for On-Call Fencing Minor Repair Services (Rebid #2), Specification No. SD 24-130R2. (10 minutes)
   RECOMMENDATION: The Public Works and Transportation Committee recommends that the City Council approve and authorize an agreement with Blackpointe Group Construction & Management Inc. for a total amount not to exceed $600,000 for a two-year term for on-call fencing minor repair services.

   Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/12OB1HjRFEk
   Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: November 26, 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 November 12, 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 11 12 2024 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
November 12, 2024

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:31 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 October 22, 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: Intelligent Transportation System (ITS) Update.
   RECOMMENDATION: That the Public Works and Transportation Committee:

   1. Receive a presentation on the Intelligent Transportation System; and
   2. Recommend that the item be forwarded to the City Council to be heard as an Appointment Item.

   (Presentation will be live upon consultant's request.)

Morgan Kessler, City Engineer introduced Andrew Yi, Traffic Engineer with LSY Enterprise, Inc., who presented and answered the Committee’s questions. No public comments were received.

It was moved by Member Zaragoza, seconded by Member Valenzuela, 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: Agreement 32500218 with Garcia's Landscaping Maintenance, Inc. for On-Call Landscape Systems Maintenance and Minor Repair Services, Specification No. 25-10.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with Garcia's Landscaping Maintenance, Inc. for an initial term of three years from December 4, 2024, to December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of $3,000,000 for citywide On-Call Landscape Systems Maintenance and Minor Repair Services.

Anthony Miller, Special Districts Manager presented and answered the Committee's questions. No public comments were received.

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

3. Public Works Department
SUBJECT: Professional Services Agreements 32500224 with Kimley-Horn and Associates, Inc., 32500226 with Fehr & Peers and 32500223 with LSY Enterprise, Inc. for as-needed Traffic-Related and Planning Services.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following:

1. An Agreement with Kimley-Horn and Associates, Inc. for an initial term of three years from December 4, 2024, to December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of $1,500,000 for as needed Traffic Signal Operations and Engineering Services Specification No. PW 25-18;
2. An Agreement with Fehr & Peers for an initial term of three years from December 4, 2024, to December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of $1,500,000 for as needed Transportation Planning and Grant Writing Services Specification No. PW 25-19; and
3. An Agreement with LSY Enterprise, Inc. for an initial term of three years from December 4, 2024, to December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of $1,500,000 for as needed General Traffic Engineering Services Specification No. PW 25-20.

Michael Wolfe, Public Works Director and Morgan Kessler, City Engineer presented and answered the Committee's questions. No public comments were received.

It was moved by Member Valenzuela, seconded by Chair Perello, 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 9:20 p.m.

ROSE CHAPARRO	BERT E. PERELLO
City Clerk	Chair

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: November 26, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Annual Purchase Orders with SiteOne Landscape for Landscape Supplies, Specification No. 25-11. (10 minutes)

RECOMMENDATION

The Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute annual Purchase Orders with SiteOne Landscape from December 18, 2024, through December 17, 2029, for a total not to exceed amount of $1,000,000 for landscape supplies.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/okQZ1njVPIc

BACKGROUND

The Public Works Department oversees and manages parks, facilities, streets, public right of way, landscape maintenance districts, community facilities districts, and waterways districts throughout the City of Oxnard. Within each of the areas mentioned above, there are designated services that are covered by the general fund, utilities, and special assessments where maintenance of various types of landscaping is required for both safety and aesthetic purposes.

To ensure timely repairs are performed, staff need to utilize vendors for various landscape supplies in order to complete necessary repairs. Public Works staff performs many of these landscape repairs in-house to mitigate the costs and to provide the repairs in a timely manner. This currently requires a variety of vendors to supply common parts and materials that City staff regularly use. While the City does have existing purchase orders (POs) with multiple vendors that, when combined, may cover many of the items necessary for landscape maintenance supplies, there is currently not one vendor that is dedicated as a single source of providing a complete variety of supplies in one location. Therefore, instead of relying on numerous suppliers, which increases the number of purchases necessary, the administrative time spent for invoicing and ordering, and the administrative time required to fully analyze total equipment used on landscape-related projects, staff is requesting new purchase orders from a single source supplier.

DISCUSSION

The Request for Bid (RFB) for the purchase of as-needed landscape supplies was published on August 5, 2024, and closed on August 26, 2024. SiteOne Landscape Supply (SiteOne) was the only responsive bidder and therefore, is being recommended for the award of this Purchase Order.

Currently, the purchase of different landscape supplies requires staff to utilize multiple vendors for specific items such as irrigation, plants, non-organic landscape materials, and landscape tools and equipment. SiteOne has many locations in Oxnard and Ventura County that are easily accessible for these landscape supplies. Additionally, SiteOne offers in-store delivery for items that they do not have or keep in stock. This vendor is a "one-stop shop" providing a wide selection of irrigation, lighting, turf, landscape tools, and pest control supplies.

The approval of this Blanket Purchase Order (BPO) will allow staff to plan and budget for each project accordingly. It also reduces the amount of staff time required to research and procure material from different vendors. In the event that Site-One does not carry an item or does not have stock available, staff will continue to have access to more generally oriented vendors such as Lowe's and Home Depot, which may carry similar items, but are not specifically dedicated to landscaping and irrigation supplies. This focus on trade-specific products ensures that they will be able to identify the exact materials and items required and will help staff complete their projects in a timely fashion with industry-standard products. Finally, the approval of this BPO will improve maintenance efficiency and will allow staff to take advantage of bulk order discounts that are not available through other vendors.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the aggregate Purchase Orders with SiteOne Landscape Supply shall not exceed $1,000,000 for a total term of five years for landscape supplies.

The costs for these purchases are included in the Adopted Budget for FY 2024-25. Funding shall be provided by various Divisions of the Public Works Department on a task order basis and available City Council-approved funding. There are no guaranteed spending amounts and each Division shall only pay for the supplies that they purchase. Subsequent fiscal year allocations will be requested during the annual budget process.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager

ATTACHMENTS

1. Bid Tabulation 25-11 Landscape Supplies
2. Presentation

VENDOR NAME: SiteOne Landscape Supply **DATE:** 8/23/2024

LANDSCAPE SUPPLIES

Bidders may propose like-items of a different supply if specific supplies are called by the City in the bid table below.
All items proposed by bidders shall be of approved equivalent, fit, form and function as items listed by the City in this bid table

ITEM	UNIT	Equivalent Item	PRICE	BULK DISCOUNT		FOR SAME	STOCK,	STOCK,
Decomposed Granite	/cu. yd.		$153.51	QTY	% OFF			
Landscape Fabric	/4' x 100' roll		$48.95	QTY	% OFF			
1" to 2" Flagstone	/stone		$520.10	QTY	% OFF			
Aggregate Base	/cu. yd.		$46.05	QTY	% OFF			
Root Barrier	/ft.		$71.28	QTY	% OFF			
Jute	/4' x 225' roll		$76.83	QTY	% OFF			
Straw Wattle Roll	/ft.		$17.44	QTY	% OFF			
ADS Triple Wall PERF Pipe	4 in. x 10 ft.		$15.70	QTY	% OFF			
Drain Grate - 4 in.	/Grate		$4.63	QTY	% OFF			
Low Voltage Wire	/100 ft. Roll		$45.30	QTY	% OFF			
Triple 15 Fertilizer	/50lb. Bag		$23.88	QTY	% OFF			
Glyphosate	/1.67 Gal. Container		$49.67	QTY	% OFF			
Common Paver 3-3/4" x 2-1/4"x 8	/Pallet		$470.05	QTY	% OFF			
Fill Sand	/cu. yd.		$42.77	QTY	% OFF			
		Delivery Charge	$0					
		Other Costs (Specify)	$0					
		Total Bid Amount	$1,072.05					
General Percentage Discount Price (off list price) for items not shown				General Discount %	Bulk Discount %			
				0% OFF	5% OFF			

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

NOTE: This is considered an all or none bid. Vendor must enter a unit price for all line items to be considered responsive

Annual Purchase Orders with SiteOne Landscape Supply for Landscape Supplies, Specification No. 25-11

Public Works and Transportation Committee
November 26, 2024

Anthony Miller
Special Districts Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

The Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute annual Purchase Orders with SiteOne Landscape Supply from December 18, 2024, through December 17, 2029, for a total not to exceed amount of $1,000,000 for landscape supplies.

BACKGROUND

- Public Works Department oversees and manages parks, facilities, streets, public right of way, landscape maintenance districts, community facilities districts, and waterways districts throughout the City of Oxnard
- Within each of the areas mentioned above, there are designated services that are covered by the general fund, utilities, and special assessments where maintenance of various types of landscaping is required for both safety and aesthetic purposes

BACKGROUND

- To ensure timely repairs are performed, staff need to utilize vendors for various landscape supplies in order to complete necessary repairs. Public Works staff performs many of these landscape repairs in-house to mitigate the costs and to provide the repairs in a timely manner. This currently requires a variety of vendors to supply common parts and materials that City staff regularly use

BACKGROUND

- While the City does have existing POs with multiple vendors that, when combined, may cover many of the items necessary for landscape maintenance supplies, there is currently not one vendor that is dedicated as a single source of providing a complete variety of supplies in one location.
- Instead of relying on numerous suppliers, which increases the number of purchases necessary, the administrative time spent for invoicing and ordering, and the administrative time required to fully analyze total equipment used on landscape-related projects, staff is requesting new purchase orders from a single source supplier

DISCUSSION

- The the purchase of as-needed landscape supplies Request for Bid (RFB) was published on August 5, 2024, and closed on August 26, 2024
- SiteOne Landscape Supply (SiteOne) was the only responsive bidder and therefore is being recommended for the award of this Purchase Order

DISCUSSION

- Currently, the purchase of different landscape supplies requires staff to utilize multiple vendors for specific items such as irrigation, plants, non-organic landscape materials, and landscape tools and equipment.
- SiteOne has many locations in Oxnard and Ventura County that are easily accessible for these landscape supplies.
- Additionally, SiteOne offers in-store delivery for items that they do not have or keep in stock.
- This vendor is a "one-stop shop" providing a wide selection of irrigation, lighting, turf, landscape tools, and pest control supplies

DISCUSSION

- The approval of this Blanket Purchase Order (BPO) will allow staff to plan and budget for each project accordingly.
- It also reduces the amount of staff time required to research and procure material from different vendors.
- In the event that Site-One does not carry an item or does not have stock available, staff will continue to have access to more generally oriented vendors such as Lowe's and Home Depot, which may carry similar items, but are not specifically dedicated to landscaping and irrigation supplies.

FINANCIAL IMPACT

- The total cost for the aggregate Purchase Orders with SiteOne Landscape Supply shall not exceed $1,000,000 for a total term of five years for landscape supplies.
- The costs for these services anticipated and/or expected in this fiscal year are included in the Adopted Budget for FY 2024-25. Funding shall be provided by various Divisions of the Public Works Department on a task order basis and available Council-approved funding.
- There are no guaranteed spending amounts and each Division shall only pay for the supplies that are purchased.
- Subsequent fiscal year allocations will be requested during the annual budget process.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: November 26, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement 32500260 with Northhills Recycling for On-Call Engineered Fiber, Mulch and Bark Delivery and Services, Specification No. PW 24-133R. (10 minutes)

RECOMMENDATION

The Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with Northhills Recycling for a term of one year from December 18, 2024, to December 17, 2025, for a total contract amount not to exceed $500,000 for on-call engineered fiber, mulch, and bark delivery and services.

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

BACKGROUND

The Public Works Department is tasked with maintaining medians, parkways, planters, playgrounds and other areas in designated neighborhoods throughout the City with the goal of creating visually appealing landscaped grounds while conserving and extending available water, protecting soil from erosion, and suppressing weed growth.

The City has a current agreement with Turboscape Inc. effective February 28, 2022, for similar services and is set to expire on February 28, 2025. However, due to the significant amount of material required for the City’s various playgrounds and unexpected needs from additional City divisions, the capacity in the contract has been met and therefore a new solicitation was issued. To expand the areas where staff can install mulch and promote sharing across multiple divisions, staff expanded the scope to include new materials and increased this proposed agreement’s not-to-exceed amount to $500,000.

DISCUSSION

The installation of engineered fiber, mulch, and bark helps to reduce the frequency of watering by retaining soil moisture, suppressing weed growth, and maintaining the well-groomed appearance of landscaped areas. This work is accomplished either by hand installation or with the use of a truck-mounted blower, ensuring that the installed material is flush with adjacent surfaces to create a smooth transition between hardscape and landscaped areas.

The work under this contract will include furnishing all necessary labor, materials, equipment, traffic control, and other incidental and appurtenant work to deliver and install specified quantities of engineered wood playground fiber, mulch, and bark in designated locations as directed by the Project Manager on an on-call basis for a price per cubic yard depending on the type of material and the method of installation.

The Request for Bids (RFB) was published on September 11, 2024, and all bids were due and opened on October 14, 2024. The City received the following responsive bids:

Garcia's Landscaping Maintenance Inc.: $2,405.00
Northhills Recycling: $1,602.00

A bid was received from Agromin however, it was rejected as the bid was not properly submitted and did not include prices for all requested items on the bid sheet. Another bid was received from Turboscape, Inc. however, it was rejected for not fulfilling the requirement of the bid request for including a price per single cubic yard.

The lowest bidder is Northhills Recycling and its bid is responsive to the City's RFB. Based upon the available information and research performed to date, staff believes that Northhills Recycling is capable of satisfactorily completing the service. Thus, staff recommends that the City Council award the contract for this service to Northhills Recycling.

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 Northhills Recycling shall not exceed $500,000 for a term of one year for on-call engineered fiber, mulch, and bark delivery and services.

Costs for these services anticipated and/or planned for this fiscal year are included in the Adopted Budget for FY 2024-25. Funding shall be provided by various Public Works Divisions based on a task order basis and available Council-approved funding. There are no guaranteed spending amounts and divisions shall only pay for the services that are approved and rendered. Subsequent fiscal year allocations will be requested during the annual budget process.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager

ATTACHMENTS

1. Agreement 32500260
2. PW 24-133R Tabulation Sheet
3. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND NORTHHILLS RECYCLING, INC.

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

1. SUMMARY DESCRIPTION OF SERVICES. On-Call Engineered Fiber, Mulch and Bark Delivery and Services.

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

Northhills Recycling, Inc., ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 11700 Blucher Ave., Granada Hills, CA 91344

3. TERM OF AGREEMENT: From: December 18, 2024 To: December 17, 2025

3.1 Time is of the essence in this Agreement.

3.2 This Agreement does not have any options to extend.

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: $500,000.

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

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:
Name: Anthony Miller
Title: Special Districts Manager
Phone: (805) 200-5334
Email: Anthony.miller@oxnard.org
Mailing Address: 1060 Pacific Ave, Bldg. #1
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Enrique Camacho
Title: Fleet Supervisor
Phone: (818) 430-5546
Email: enrique@nhrecyclinginc.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

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

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

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

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

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

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

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount 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.

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: SDinvoices@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. <u>Prevailing wages are required to be paid to all workers, including subcontracted employees</u>.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

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

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

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. [RESERVED]

29. 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

______________________ __________
☐ , Mayor[1] Date
☐Jennifer Yates, [2]
Purchasing Manager

NORTHHILLS RECYCLING, INC.

______________________ __________
Cesar Medrano, Date
Chief Executive Officer

______________________ __________
Ramiro Ornelas, Date
Secretary[3]

ATTEST:

______________________ __________
, CITY Clerk Date
(Only if Mayor signs)

APPROVED AS TO FORM:

______________________ __________
Stephen M. Fischer, CITY Attorney (always required) Date

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[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 Northhills Recycling, Inc.)
SCOPE OF SERVICES

PROJECT MANAGER: ANTHONY MILLER/ 805-200-5334/ ANTHONY.MILLER@OXNARD.ORG

Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification A, B, or C-27 Landscaping License throughout the duration of this contract.

LOCATION AND SCOPE OF WORK

On-Call Engineered Fiber, Mulch and Bark Delivery and Installation Services for the City of Oxnard shall include all labor, equipment and materials necessary to furnish, deliver and install specified quantities of engineered wood playground fiber, mulch and bark in designated areas throughout the City as directed by the Project Manager. Areas designated for Work may include medians, parkways, planters, playgrounds, and other areas as directed by the Project Manager.

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

1. Service Provider shall provide, deliver and install material as directed to locations specified by the Project Manager.
2. Delivering and installing material at Project Manager's direction via Hand Installation Method or via Blown-In Method, or by Delivery Only for installation by others.
3. Providing temporary safety barriers to the Work areas during installation. Cones, delineators, signage, and caution tape are generally acceptable.
4. Ensuring the Work area is left in clean condition after installation is complete.
5. Providing photo documentation of the site before and after installations or deliveries are completed.

Service Provider shall take all necessary precautions to protect the public and to keep the public away from material and Service Provider trucks and equipment, and provide all traffic control required to perform the Work.

SCHEDULING

Work schedules shall be coordinated with and approved in advance by the Project Manager. Service Provider must verbally respond within twenty (24) hours of telephone request by the

Project Manager. The scope of work and schedule shall be mutually agreed to between Project Manager and Service Provider before work begins. The Work shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm.

METHOD OF SERVICE

Service Provider shall provide the service as described below via Hand Installation Method or Blow-in Installation Method, or Delivery Only. Service Provider shall take special care to complete the Work without damaging the product being delivered or the existing landscaping and surrounding areas. Service Provider shall be responsible for the repair or replacement of landscaping and surrounding areas deemed by the Project Manager to be damaged due to Service Provider's delivery or installation activities. Installation methods to be used shall be limited to:

A. Blow-in Method – Service Provider shall install material with a blower or truck. At no time will it be appropriate for the Service Provider to drive the blower or truck over landscaped areas. Service Provider shall install the specified material over the surface in a smooth even layer throughout each area ensuring that the top of the material is flush with the adjacent surface to create a smooth and even transition between the hard surface and the installed material.

B. Hand Installation Method – Service Provider shall install material by hand through the use of hand tools or small power equipment. Service Provider shall install the specified material evenly over the surface in a smooth layer throughout each area ensuring that the top of the material is flush with the adjacent surface to create a smooth and even transition between the hard surface and the installed material.

C. Delivery Only – Service Provider shall drop material at a location specified by the City.

D. Clean-up: Service Provider shall clean up any material that spills onto turf, plantings, adjacent walkways, curbs, gutters, asphalt, and pavement outside of the specified installation or delivery areas. Work areas are to be kept clean including sweeping and washing pedestrian walkways and driveways.

MATERIALS

Materials installed by the Service Provider shall be in colors specified by the Project Manager, and shall meet the following standards:

A. Engineered Wood Playground Fiber - The material used shall be composed of engineered wood fiber designed for installation in playgrounds. It shall be clean virgin material meeting ASTM standards F1292 for impact absorption, F2075 material purity and F1951 for wheelchair access. Prior to start of Work, Service Provider shall provide documentation certifying the material meets the required ASTM standards and a material sample for the Project Manager's approval.

B. Fine Wood Mulch - The material used shall be no greater than 1" in size and made from 100% Recycled Wood in a color specified by the Project Manager. Recycled material must be SB 1383 eligible mulch and capable of meeting quality standards and criteria specified in 14 CCR section 18993.1.

C. Medium Wood Mulch - The material used shall be no greater than 3" in size and made from 100% Recycled Wood. Recycled material must be SB 1383 eligible mulch and capable of meeting quality standards and criteria specified in 14 CCR section 18993.1.

D. Redwood Mulch - Commonly referred to as "Gorilla Hair," Redwood Mulch shall be finely shredded and shall not contain pieces greater than 3" in size.

E. Fine Bark - Commonly referred to as "Walk-On Bark," Fine Bark shall be shredded Douglas Fir bark and shall not contain pieces greater than 3" in size.

F. All material installed shall be free of trash and non-organic debris. Service Provider shall provide documentation verifying the type and quality of mulch.

MATERIAL COLOR

When any of the above materials are requested in a color other than their natural appearance, Service Provider shall provide documentation showing material has been dyed with a Category IV colorant.

SB1383 TRACKING AND CREDIT

Vendor purchasing any SB 1383 compliant material on behalf of the City must fill out Exhibit G crediting the City with the purchase of the material and shall track the amount purchased and installed under this agreement.

DOCUMENTATION AND REPORTING

Service Provider shall document the condition of the site prior to Work commencing and after installing engineered wood playground fiber and mulch. Documentation shall include photos identifying locations and a report of total cubic yards of materials used at each installation site.

TRAFFIC CONTROL

Traffic control for the Work included in the Contract Documents shall be performed in accordance with the traffic control requirements of the Standard Specifications for Public Works Construction (SSPWC or "Greenbook"), MUTCD for Construction and Maintenance Work Zones, City of Oxnard, Caltrans (if applicable), and requirements of the General Provisions. When Work under a Task Order includes encroaching within the public right-of-way Service Provider shall be responsible for the preparation and submittal of traffic control plans, obtaining encroachment permits, and coordinating with the City and/or governing jurisdictions for the approval of such traffic control plans and encroachment permits. Traffic Control operations and equipment shall be considered a component of the unit price per item and no separate or additional compensation will be permitted.

PAYMENT

All Work shall be pre-approved by a Task Order issued by the Project Manager prior to starting Work. The Task Order must include all materials, labor, and taxes; if it does not, the Service Provider shall clarify any missing information prior to commencing Work. Service Provider is required to itemize the number of hours, the quantity of materials, and Contract Unit Pricing necessary for completion of a Project. A separate invoice is required for each Task Order issued pursuant to the Contract.

The City shall not pay for time spent on route or traveling to acquire parts or supplies. Such costs are considered to be included in the Contract Unit Price per Cubic Yard stated in the Bid.

A. Engineered Wood Playground Fiber shall be paid at the Contract Unit Price per Cubic Yard (CY) as stated in the Bid Sheets Bid Items 1, 2 or 3 depending on the installation method specified in the Task Order, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental Work required to complete the Task Order in accordance with the Contract Documents.

B. Fine Wood Mulch - shall be paid at the Contract Unit Price per Cubic Yard (CY) as stated in the Bid Sheets Bid Items 4, 5 or 6 depending on the installation method specified in the Task Order, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental Work required to complete the Task Order in accordance with the Contract Documents.

C. Medium Wood Mulch shall be paid at the Contract Unit Price per Cubic Yard (CY) as stated in the Bid Sheets Bid Items 7, 8 or 9 depending on the installation method specified in the Task Order, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental Work required to complete the Task Order in accordance with the Contract Documents.

D. Redwood Mulch shall be paid at the Contract Unit Price per Cubic Yard (CY) as stated in the Bid Sheets Bid Items 10, 11 or 12, depending on the installation method specified in the Task Order, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental Work required to complete the Task Order in accordance with the Contract Documents.

E. Fine Bark shall be paid at the Contract Unit Price per Cubic Yard (CY) as stated in the Bid Sheets Bid Items 13, 14 or 15, depending on the installation method specified in the Task Order, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental Work required to complete the Task Order in accordance with the Contract Documents.

The City intends to contract with a single firm; however, the City reserves the right to award more than one contract for the services specified herein to ensure the continuing ability to obtain timely services.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Northhills Recycling, Inc.)

SCHEDULE OF COMPENSATION

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	QUANTITY	CONTRACT UNIT PRICE
ENGINEERED WOOD PLAYGROUND FIBER					
1.	Engineered Wood Playground Fiber- HAND INSTALLED	7000-IA	CY	1	$149
2.	Engineered Wood Playground Fiber- DELIVERY ONLY (NO INSTALLATION)	7000-IA	CY	1	$95
3.	Engineered Wood Playground Fiber - BLOWN IN	7000-IA	CY	1	$145

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT Of MEASURE	QUANTITY	CONTRACT UNIT PRICE
FINE WOOD MULCH					
4.	Fine Mulch - HAND INSTALLED	7000-18	CY	1	$110
5.	Fine Mulch-DELIVERY ONLY (NO INSTALLATION)	7000-IB	CY	1	$55
6.	Fine Mulch - BLOWN IN	7000-18	CY	1	$98
MEDIUM WOOD MULCH					
7.	Medium Wood Mulch - HAND INSTALLED	7000-IC	CY	1	$105
8.	Medium Wood Mulch - DELIVERY ONLY (NO INSTALLATION)	7000-IC	CY	1	$55
9.	Medium Wood Mulch - BLOWN IN	7000-IC	CY	1	$105

REDWOOD MULCH					
10.	Redwood Mulch- HAND INSTALLED	7000-10	CY	1	$145
11.	Redwood Mulch - DELIVERY ONLY (NO INSTALLATION)	7000-10	CY	1	$95
12.	Redwood Mulch - BLOWN IN	7000-1D	CY	1	$135
FINE BARK					
13.	Fine Bark- HAND INSTALLED	7000-1E	CY	1	$125
14.	Fine Bark - DELIVERY ONLY (NO INSTALLATION)	7000-IE	CY	1	$75
15.	Fine Bark -BLOWN IN	7000-IE	CY	1	$110

ITEM NO.	Description	PAYMENT REFERENCE	UNIT OF MEASURE	QUANTITY	CONTRACT UNIT PRICE
	Bulk Orders % Discount (if any) Please list % and qualifying quantity (such as 50+ yds, etc.)	50+ yds= 10% Discount			
	TOTAL OF ALL ITEMS (including 16)- BID PRICE:				$1,602

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Northhills Recycling, Inc.)

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS 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 % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

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

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 % 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")

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

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Northhills Recycling, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 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 Northhills Recycling, Inc.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

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

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project,

SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

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

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

PW24-133R - On-Call Engineered Fiber, Mulch & Bark Delivery and Services Tabulation

Item No.	Description	Payment Reference	Unit of Measure	Quantity	Agromin Contract Unit Price	Garcia's Landscaping Maintenance Inc Contract Unit Price	Northhills Recycling Contract Unit Price	Turboscape, Inc Contract Unit Price
1	ENGINEERED WOOD PLAYGROUND FIBER	Engineered Wood Playground Fiber – HAND INSTALLED	CY	1	No bid	$170.00	$149.00	$120.00
2		Engineered Wood Playground Fiber – DELIVERY ONLY (NO INSTALLATION)	CY	1	$65.45	$140.00	$95.00	$54.00
3		Engineered Wood Playground Fiber – BLOWN IN	CY	1	No bid	$270.00	$145.00	$64.00
4	FINE WOOD MULCH	Fine Mulch – HAND INSTALLED	CY	1	No bid	$115.00	$110.00	$120.00
5		Fine Mulch – DELIVERY ONLY (NO INSTALLATION)	CY	1	$43.45	$90.00	$55.00	$51.00
6		Fine Mulch – BLOWN IN	CY	1	No bid	$200.00	$98.00	$61.00
7	MEDIUM WOOD MULCH	Medium Wood Mulch – HAND INSTALLED	CY	1	No bid	$115.00	$105.00	$120.00
8		Medium Wood Mulch – DELIVERY ONLY (NO INSTALLATION)	CY	1	$43.45	$90.00	$55.00	$51.00
9		Medium Wood Mulch – BLOWN IN	CY	1	No bid	$160.00	$105.00	$61.00
10	REDWOOD MULCH	Redwood Mulch – HAND INSTALLED	CY	1	No bid	$190.00	$145.00	$140.00
11		Redwood Mulch – DELIVERY ONLY (NO INSTALLATION)	CY	1	$63.45	$160.00	$95.00	$71.00
12		Redwood Mulch – BLOWN IN	CY	1	No bid	$200.00	$135.00	$81.00
13	FINE BARK	Fine Bark – HAND INSTALLED	CY	1	No bid	$160.00	$125.00	$140.00
14		Fine Bark – DELIVERY ONLY (NO INSTALLATION)	CY	1	$73.45	$140.00	$75.00	$84.00
15		Fine Bark –BLOWN IN	CY	1	No bid	$250.00	$110.00	$94.00
16	Bulk Orders % Discount (if any) Please list % and qualifying quantity (such as 50+ yds, etc.)				10 % discount for full truckload orders greater than 50 cubic yards	None	10% discount on 50 plus CY	5% discount on 1,000 plus CY
		TOTAL OF ALL ITEMS (excluding 16) – BID PRICE:			**$289.25**	**$2,450.00**	**$1,602.00**	**$1,312.00**
					Incomplete Bid Sheet			Full truckloads of 50 CY minimum

Agreement 32500260 with Northhills Recycling for On-Call Engineered Fiber, Mulch and Bark Delivery and Services, Specification No. PW 24-133R.

Public Works and Transportation Committee
November 26, 2024

Anthony Miller
Special Districts Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

The Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with Northhills Recycling for a term of one year from December 18, 2024, to December 17, 2025, for a total contract amount not to exceed $500,000 for on-call engineered fiber, mulch, and bark delivery and services.

BACKGROUND

- Public Works Department is tasked with maintaining medians, parkways, planters, playgrounds and other areas in designated neighborhoods throughout the City with the goal of creating visually appealing landscaped grounds while conserving and extending available water, protecting soil from erosion, and suppressing weed growth
- City has a current agreement with Turboscape Inc. effective February 28, 2022, for similar services and is set to expire on February 28, 2025. However, due to the significant amount of material required for the City's various playgrounds and unexpected needs from additional City divisions, the capacity in the contract has been met and therefore a new solicitation was issued

DISCUSSION

- Installation of engineered fiber, mulch and bark helps to reduce the frequency of watering by retaining soil moisture, suppressing weed growth, and maintaining the well-groomed appearance of landscaped areas
- This work is accomplished either by hand installation or with the use of a truck mounted blower, ensuring that the installed material is flush with adjacent surfaces to create a smooth transition between hardscape and landscaped areas

DISCUSSION

- The work under this contract will include furnishing all necessary labor, materials, equipment, traffic control, and other incidental and appurtenant work to deliver and install specified quantities of engineered wood playground fiber, mulch and bark in designated locations as directed by the Project Manager on an on-call basis for a price per cubic yard depending on the type of material and the method of installation

DISCUSSION

- The Request for Bids (RFB) was published on September 11, 2024, and all bids were due and opened on October 14, 2024.
- The City received the following responsive bids:
  - Garcia's Landscaping Maintenance Inc.: $2,405.00
  - Northhills Recycling: $1,602.00

DISCUSSION

- The lowest bidder is Northhills Recycling and its bid is responsive to the City's RFB
- Based upon the available information and research performed to date; staff believes that Northhills Recycling is capable of satisfactorily completing the service
- Thus, staff recommends that the City Council award the contract for this service to Northhills Recycling

FINANCIAL IMPACT

- Total cost for this Agreement with Northhills Recycling shall not exceed $500,000 for a term of one year
- Costs for these services are included in the Adopted Budget for FY 2024-25
- Funding shall be provided by various Public Works Divisions based on a task order basis and available Council-approved funding
- There are no guaranteed spending amounts and Divisions shall only pay for the services that are approved and rendered
- Subsequent fiscal year allocations will be requested during the annual budget process

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: November 26, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Public Project Agreement 32500241 with Blackpointe Group Construction & Management Inc. for On-Call Fencing Minor Repair Services (Rebid #2), Specification No. SD 24-130R2. (10 minutes)

RECOMMENDATION

The Public Works and Transportation Committee recommends that the City Council approve and authorize an agreement with Blackpointe Group Construction & Management Inc. for a total amount not to exceed $600,000 for a two-year term for on-call fencing minor repair services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/12OB1HjRFEk

BACKGROUND

The Public Works Department oversees and manages parks, facilities, streets, public right of way, landscape maintenance districts, community facilities districts, and waterways districts throughout the City of Oxnard. Within each of the areas mentioned above, there are designated services that are covered by the general fund, utilities, and special assessments where maintenance of various types of fencing is required for both safety and aesthetic purposes.

The City has a current agreement with Blackpointe Group Construction & Management Inc. (Blackpointe) effective March 21, 2023, for these same services and is set to expire on May 1, 2026. However, due to the significant amount of deferred maintenance for city-owned fencing around the City completed since May 2023, the capacity in the contract has been met, and therefore a new solicitation was issued.

DISCUSSION

Throughout the year, staff receives reports of damaged, vandalized, or deteriorating fencing located throughout the City. The On-Call Fencing Minor Repair Services (Rebid #2) Agreement will allow Public Works staff to be responsive to the maintenance needs of the community. The work is tentatively scheduled to begin in December 2024, absent any delays due to supply chain issues, unforeseen site conditions, or weather.

The notice inviting formal bids (NIFB) on the Project was published on August 29, 2024, and all bids were due and opened on October 8, 2024. The City received two bids, which are the cumulative total of the bid items and the hourly rates for both scheduled and non-scheduled labor:

Blackpointe Group Construction & Management Inc: $643.50
Fence Factory: $2,385.00

The lowest bidder is Blackpointe Group Construction & Management Inc. (Blackpointe) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Blackpointe and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award this Public Project Agreement to Blackpointe.

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 Blackpointe shall not exceed $600,000 for on-call fencing minor repair services for a term of two years.

Costs for these services anticipated or planned for this fiscal year are included in the Adopted Budget for FY 2024-25. Funding shall be provided by various Divisions of the Public Works Department on a task order basis and available Council-approved funding. There are no guaranteed spending amounts and each Division shall only pay for the services that are rendered. Subsequent fiscal year allocations will be requested during the annual budget process.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager

ATTACHMENTS
1. Blackpointe Agreement 32400241
2. Presentation

CITY OF OXNARD CONTRACT FOR ON-CALL FENCING MINOR REPAIR SERVICES (REBID #2) SPECIFICATION NO. SD 24-130R2

THIS CONTRACT ("Contract") is made and entered this 17th day of December, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and BLACKPOINTE GROUP CONSTRUCTION & MANAGEMENT INC ("Contractor"). Contractor's license number is 969297.

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

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

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as the On-Call Fencing Minor Repair Services (Rebid #2), Specification No. SD 24-130R2 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed six hundred thousand dollars ($600,000) during the Contract Term.

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

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

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

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as

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

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

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

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

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

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

[signatures on following page]

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

CITY OF OXNARD		**BLACKPOINTE GROUP CONSTUCTION & MANAGEMENT INC**	
☒ Mayor[1] ☐ Purchasing Manager	Date	Laurel J. Schittone, CEO, CFO[2]	Date
		Victor A. Schittone, Secretary	Date

ATTEST:

City Clerk (only if Mayor signs)	Date

APPROVED AS TO FORM:

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

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

[2]The City requires the following for any contract:

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

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

Exhibit INS-D

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

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

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

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

SUBMIT IN DUPLICATE

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

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, 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 ______

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

SUBMIT IN DUPLICATE

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

PRODUCER	POLICY INFORMATION:
Telephone:	Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of $ ____________ with an Aggregate of $____________ applies to ____________ coverage. ☐ Per Occurrence ☐ Per Claim (which)
	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ __________________ per accident, for bodily injury and property damage.

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

Name: ____________________

Address:__

____

Telephone: ()_____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____________________

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

Signature ____________________

(original signature required)

Telephone: ( ) Date Signed ____________________

Bond No. __________

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to ________
____
____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as the On-Call Fencing Minor Repair Services (Rebid #2), Specification No. SD 24-130R2 (the "Project").

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

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

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

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

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California

Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: ______________________________

"Principal"	"Surety"
______________________________	______________________________
______________________________	______________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
(Seal)	*(Seal)*

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

Bond No. __________

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to ______________________

____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as the On-Call Fencing Minor Repair Services (Rebid #2), Specification No. SD 24-130R2 (the "Project").

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

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

____,
(Name and address of Surety)

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

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

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

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

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

Dated: ______________________________

"Principal"	"Surety"
______________________________	______________________________
______________________________	______________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
(Seal)	*(Seal)*

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

EXHIBIT A

CITY OF OXNARD

BID SHEETS FOR ON-CALL FENCING MINOR REPAIR SERVICES (REBID #2) SPECIFICATION NO. SD 24-130R2

Bidder's Name: Blackpointe Group Construction & Management Inc

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE HOURLY RATES
1	Scheduled Minor Repair Work Hourly Labor Rates	Hourly Rate Monday-Friday 8:00am- 5:00pm	$ 117.00 /hr
2	Non-Scheduled Urgent Minor Repair Work Hourly Labor Rates	Hourly Rate Monday-Friday 5:01pm -7:50am **Work begins within 4 hours	$ 175.50 /hr
3	Non-Scheduled Urgent Minor Repair Work Hourly Labor Rates	Hourly Rate Saturday, Sunday and Holidays **Work begins within 4 hours	$ 234.00 /hr
4	Non-Scheduled Urgent Minor Repair Work Hourly Labor Rates	Hourly Rate Monday-Friday 8:00am-5:00pm **Work begins within 4 hours	$ 117.00 /hr
		TOTAL BID PRICE (TOTAL OF ALL HOURLY RATES)	$ 643.50

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

BID PRICE IN DIGITS: $643.50

BID PRICE IN WORDS: Six-hundred, forty-three dollars, and fifty cents

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	09/05/2024	#03	n/a
#02	n/a	#04	n/a

Bidder's Name (Company): Blackpointe Group Construction & Management Inc

Signature: ____________________ Title: Secretary

Print: Victor Schittone Date: 10/07/2024

Signature: ____________________ Title: CFO

Print: Laurel Schittone Date: 10/07/2024

EXHIBIT B

SPECIAL PROVISIONS
ON-CALL FENCING MINOR REPAIR SERVICES (REBID #2)
SPECIFICATION NO. SD 24-130R2

1000 DESCRIPTION AND LOCATION OF WORK

The Contractor shall furnish all necessary labor, materials, equipment and other incidental and appurtenant Work to perform minor repair or replace existing steel, wood, chain-link and CMU block wall fencing, gates and concrete footings, in conformance with the lines, grades, and requirements to match existing fencing and gates for the City of Oxnard.

Scope of Work does not include installation of new fencing where current fencing does not already exist.

The Work will be at various locations throughout the City of Oxnard including, but not limited to, buildings, parks, ballfields (including backstops), landscape maintenance districts and other properties as defined in each Task Order. The Contractor shall only remove the length of fencing that can be reinstalled during that same Working Day of construction unless otherwise specified and or directed by the Project Manager. Fencing shall meet all current City of Oxnard building codes requirements.

1001-2 MATERIALS

All fence materials or component parts furnished shall conform in type, size, kind, and shape to existing and shall be acceptable to the Project Manager. The materials for fencing include but are not limited to posts, pickets, rails, post caps and all necessary fittings and appurtenances required for proper installation. The Contractor will provide the Project Manager with the specifications of all items for the fence and gates for approval before installation. Only new materials are to be used on the projects. Markup on parts and materials may not exceed 15% of Contractor's cost.

Concrete for fence posts shall be class 520-C-2500 as per Section 201 of the Greenbook, with a minimum compressive strength of 2500 psi.

Materials for backfill shall conform to Section 217 Bedding And Backfill Materials of the Greenbook.

1001-3 CONSTRUCTION, MINOR REPAIR AND MAINTENANCE

Before Work commences in the area, the Contractor will inspect the site with the Project Manager and have a clear understanding of the Work to be done. After the construction is complete, the Contractor will again inspect the site with the Project Manager for approval. The Project Manager will periodically monitor the construction of Work to determine if the Work is being performed in accordance with the contract requirements.

All of the material for the new fence panels will be approved by the Project Manager before any Work begins. The new fence will include, but not be limited to, posts pickets, rails, post caps and will be installed at locations as directed by the Project Manager.

Posts shall be embedded at least 30” into 36” deep, with a 12” minimum diameter concrete footing.
All metal Work shall be per the Greenbook Section 206 Miscellaneous Metal Items and Section 304 Metal Fabrication and Construction.

Painting of existing fencing will be by hand or spray. Two (2) coats will be required on all parts. The final surface will be of even color without streaks, drips, bubbles, incomplete coverage or any other surface imperfection. Paint used will be appropriate for the location of the project and approved by the Project Manager before application Wrought iron fencing shall have a powder coated finish and the product shall be approved for use by the Project Manager before installation. If necessary, the fence will be reinforced at the joints with either welding or welded on metal that will not detract from the decorative appeal of the fence. All welding will be performed in a workman-like manner with solid joints of minimum protrusion. Completed fences will be solid and have minimal flexure. Any excessive splatter of the weld will be ground off.

All excavation and backfill shall conform to Section 300-3 Structure Excavation And Backfill of the Greenbook.

1001-4 MEASUREMENTS

The installation of new fence panels will be measured by the linear foot (LF) of fence installed including post and concrete footings, complete-in-place. The gates installed will be measured by linear foot (LF) of gates installed including all attachments, complete-in-place.

1001-5 DEMOLITION AND REMOVAL OF EXISTING FENCE AND GATES

The Contractor shall furnish all materials, tools, equipment, devices, appurtenances, facilities, and services as required for performing the demolition and removal Work.

Contractor shall remove existing fence and gates, including posts, concrete footings, and any attachments. Hauling and disposal of demolished material off-site shall be the Contractor’s responsibility and shall not constitute a pay item but shall be considered incidental to fence and gate construction. Whenever a telephone or telegraph pole, pipeline, conduit, sewer, roadway, or other utility is encountered that must be removed or relocated, the Contractor shall advise the Project Manager, who will notify the proper local authority or owner and attempt to secure prompt action. Any holes or openings shall be backfilled with acceptable material per Section 217 Bedding And Backfill Materials of the Greenbook, and properly compacted.

All Work shall be done in a workmanlike manner with care taken not to disturb the surrounding area and existing fence to remain. Any damage done to the area or existing fence to remain caused by the Contractor’s operations, shall be repaired to the original condition by the Contractor at no expense to the City.

Safety And Fencing: The Contractor shall comply with all applicable current federal, state and local safety and health regulations.

The Contractor shall furnish and place a safety fence around the site of the Work adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access. The safety fence shall be erected before demolition and shall not be removed until the hazard is removed and all Work is completed. The fencing, including all materials, shall be considered incidental to the demolition. The fencing material shall remain the property of the Contractor.

Clean Up: The area of the fence line shall be left neat and free of any debris caused by the demolition or installation of the fence at the end of each Work day and at job completion as to not pose any unsafe or hazardous condition to the public or City staff.

1001-6 RESPONSE TIME.

Contractor shall respond to all requests as required, 24 hours per day, 365 days per year, including weekends and holidays. All costs for labor for these requests shall be included in the Bid sheets.

Response time by the Contractor shall be as stated below:

1. **Non-Scheduled Urgent Minor Repair Work:**
   (Bid Items 2, 3,& 4)

   Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within four (4) hours of the notification and begin Work immediately. Urgent minor repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

2. **Scheduled Work:**
   (Bid Item 1)

   Contractor must verbally respond within twenty (24) hours of notification by the City. The scope of Work and schedule shall be mutually agreed to between Project Manager and Contractor before Work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the Project Manager.

1000-7 PAYMENT AND INVOICING

Invoice shall include a summary of the Work performed, detailed backup of all labor, receipts from all sub-contractors, equipment rentals, and materials. The City will not pay for an invoice over the amount specified in the Task Order unless a Task Order amendment is approved by the Project Manager and executed.

1000-8 TASK ORDER PROCESS

1. Each project will be assigned a Task Order. Scheduled Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. Work can begin only after a fully executed Task Order is issued to the Contractor. Non-Scheduled Urgent Minor Repair Work will have a Task Order issued as soon as the scope and fees are made available. The scope and fees shall be provided by the Contractor as soon as possible following the start of Non-Scheduled Urgent Minor Repair Work.

2. Task Orders shall include all estimated labor, materials, and taxes needed to complete

the scope of Work. The Task Order shall include all materials, labor, and taxes; if it does not, the Contractor shall clarify any missing information before commencing Work.

3. Materials and equipment rental will be reimbursed at cost (Contractor must include receipt of purchase with the invoice submitted to the City) plus fifteen percent (15%) for material handling and Contractor will be required to itemize the supplies cost within the Task Order.

4. A separate invoice is required for each Task Order issued pursuant to the Contract. Contractor is required to itemize the number of hours it will take for completion of a Task Order. Contractor shall request a Task Order amendment if expenses surpass the original Task Order fee. Upon mutual agreement between City and Contractor, City shall issue a Task Order amendment for the increased cost.

5. Contractor shall only invoice for time spent at the location of service. The City shall not pay for time spent en route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and included in the Task Order. Contractor to communicate arrival time and departure time with Project Manager on day of service.

6. For Scheduled Minor Repair Work, Contractor shall meet with the Project Manager to review and understand the project scope prior to submitting a project proposal.

For Non-Scheduled Urgent Minor Repair Work, Contractor shall meet with the Project Manager within seventy-two (72) hours of starting Work to confirm the scope. Contractor shall provide a project fee within seventy-two (72) hours after scope confirmation.

Public Project Agreement 32500241 with Blackpointe Group Construction & Management Inc. On-Call Fencing Minor Repair Services (Rebid #2), Specification No. SD 24-130R2

Public Works and Transportation Committee
November 26, 2024

Anthony Miller
Special Districts Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

The Public Works and Transportation Committee recommends that the City Council approve and authorize an agreement with Blackpointe Group Construction & Management Inc. for a total amount not to exceed $600,000 for a two-year term for on-call fencing minor repair services.

BACKGROUND

- The Public Works Department oversees and manages parks, facilities, streets, public right of way, landscape maintenance districts, community facilities districts, and waterways districts throughout the City of Oxnard
- Within each of the areas mentioned above, there are designated services that are covered by the general fund, utilities and special assessments where maintenance of various types of fencing is required for both safety and aesthetic purposes

DISCUSSION

- Throughout the year, staff receives reports of damaged, vandalized, or deteriorating fencing located throughout the City
- The On-Call Fencing Minor Repair Services (Rebid #2) Agreement will allow Public Works staff to be responsive to the maintenance needs of the community
- The work is tentatively scheduled to begin in December 2024, absent any delays for supply chain issues, unforeseen site conditions or weather

DISCUSSION

- The notice inviting formal bids (NIFB) on the Project was published on August 29, 2024, and all bids were due and opened on October 8, 2024
- The City received two bids, which are the cumulative total of the bid items and the hourly rates for both scheduled and non-scheduled labor:
  - Blackpointe Group Construction & Management Inc: $643.50
  - Fence Factory: $2,385.00

DISCUSSION

- The lowest bidder is Blackpointe Group Construction & Management Inc. ("Blackpointe") and its bid is responsive to the City's NIFB
- Following this determination, procurement staff reviewed all documentation received from Blackpointe and its subcontractors
- Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR)

DISCUSSION

- Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project
- Thus, staff recommends that the City Council award the contract for this Project to Blackpointe

FINANCIAL IMPACT

- The total cost for this Agreement 32500241 with Blackpointe shall not exceed $600,000 for on-call fencing minor repair services for a term of two (2) years
- Costs for services anticipated or planned for this fiscal year are included in the Adopted Budget for FY 2024-25. Subsequent fiscal year allocations will be requested during the annual budget process.
- Funding shall be provided by various Divisions of the Public Works Department on a task order basis and available Council-approved funding.
- There are no guaranteed spending amounts and each Division shall only pay for the services that are rendered. Costs for these services are included in the Adopted Budget for FY 2024-25

CITY OF OXNARD CALIFORNIA

QUESTIONS