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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
April 23, 2019
Regular Meeting - 11:00 AM to 12:15 PM

A. ROLL CALL / POSTING OF AGENDA

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just 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 for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the April 9, 2019 Regular Meeting as presented.
Contact: Michelle Ascencion Phone: (805) 385-7805

D. REPORTS

Public Works Department

1. SUBJECT: City of Oxnard Proposed Truck Route Modifications. (5/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council adopt a Resolution, pursuant to Oxnard City Code Section 8-3, amending the City of Oxnard Truck Route Map.
Contact: Rosemarie Gaglione Phone: (805) 385-8055

2. SUBJECT: Agreement for Delivery of Bulk Fuel (Unleaded Gasoline, Clear Diesel and Red Dye Diesel) to City Facilities. (5/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute Agreement A-8126 with

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: (Staff Presentation / Committee Discussion / Public Comment)

Conico MacValley, LLC (MacValley), for a term of three (3) years, for a total contract value not to exceed $1,420,200, to provide bulk fuel delivery services to City facilities for the Wastewater Division, Environmental Resources Division, Fire Stations 1-6 & 8 and River Ridge Golf Course.
Contact: Rosemarie Gaglione Phone: (805) 385-8055

3. SUBJECT: Agreement for Delivery of Lubricants and Antifreeze to City Facilities. (5/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute Agreement A-8135 with Conico MacValley, LLC, (MacValley), for a term of three (3) years, for a total contract value not to exceed $356,100, to provide delivery of Lubricants and Antifreeze to City facilities for the Wastewater Division, Environmental Resources Division, Fleet Services Division and River Ridge Golf Course.
Contact: Rosemarie Gaglione Phone: (805) 385-8055

4. SUBJECT: Award Contract A-8134 to Oilfield Electric Company for On-Call Electrical Repair, Maintenance and Replacement Services. (5/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council award and authorize the Mayor to execute an agreement with Oilfield Electric Company (Agreement No. 8134) in the amount of $800,000 for On-Call Electrical Repair, Maintenance and Replacement Services for a three-year term.
Contact: Rosemarie Gaglione Phone: (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

DRAFT

M I N U T E S
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
April 9, 2019

A. ROLL CALL / POSTING OF AGENDA

At 11:03 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Member Tim Flynn and Chair Bert Perello were present; Member Bryan MacDonald was absent.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Omar Castro, Water Division Manager; Thien Ng, Assistant Public Works Director; Hoon Han, City Engineer; Jan Hauser, Wastewater Division Manager; Jeri Cooper, Interim Special Districts Manager; Rosemarie Gaglione, Public Works Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Ray Blattel (truck traffic on Oxnard Boulevard).

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the March 26, 2019 Regular Meeting as presented.

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

The Committee considered items D-1 and D-2 concurrently:

D. REPORTS

Public Works Department

1. SUBJECT: Approve Agreement A-8119 with Gannett-Fleming, Inc. for the City's Water Business Plan.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council award and authorize the Mayor to execute a Professional Services Agreement (PSA) A-8119 with Gannett Fleming, Inc. for consultation on the development of the City’s future Water Business Plan at a cost not to exceed $519,143.

2. SUBJECT: Agreement No. 8562-19-PW with Raftelis Financial Consulting, Inc. for Water Rate Study Consulting Services.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the City Manager to execute Agreement Number 8562-19-PW with Raftelis Financial Consulting, Inc. for a sixteen (16) month agreement for Professional Services for Water Rate Study at a cost not to exceed $160,442.

The Water Division Manager gave a report. Public comments were received from Alicia Percell. Discussion ensued among the Committee and staff.

Item D-1: *It was moved by Member Flynn, seconded by Chair Perello,* to approve the recommended action as presented. VOTE: Flynn and Perello voted in favor; the motion carried 2-0.

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

3. SUBJECT: Award Agreement A-8128 for Rose Avenue and Gary Drive Traffic Signal Project.
RECOMMENDATION: That the Public Works and Transportation Committee recommends that City Council:
1. Award and authorize the Mayor to execute Agreement A-8128 in the amount of $678,072.40 with California Professional Engineering, Inc. for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74 State Project No. ATPL-5129 (094);
2. Approve $67,807.00 for Project contingency for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74;
3. Approve $67,807.00 for construction engineering, inspection, labor compliance and project management for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74; and
4. Approve an appropriation of $495,000 from the State/Local Grant Fund (219) and $318,686 from the Air Pollution Buydown Fee Fund (118) for the Rose Avenue and Gary Drive Signal Project 183105.

The City Engineer gave a report. No public comments were received. Discussion ensued among the Committee and staff.

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

4. SUBJECT: Award Agreement A-8131 On-Call Mechanical Facility Repair, Maintenance, Replacement and Construction Services Project to Toro Enterprises, Inc.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8131 to the lowest responsible bidder, Toro Enterprises, Inc., for a three year term for an amount up to $4,500,000 for on-call mechanical facility repair, maintenance, replacement and construction services.

The Wastewater Division Manager gave a report. No public comments were received. Discussion ensued among the Committee and staff.

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

5. SUBJECT: Approval of Third Amendment to Agreement for Trade Services with Weck Laboratories, Inc. for processing water testing samples for the Channel Islands Water Quality Issue.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. A-7583 with Weck Laboratories, Inc. to:
   (1) Add the Special Districts Division to the Agreement's Scope of Services; and
   (2) Increase the value of the Agreement from $900,000 to $960,000 for ongoing services relating to the Channel Islands Harbor water quality issue.

The Interim Special Districts Manager gave a report. Public comments were received from Carol Taylor. Discussion ensued among the Committee and staff.

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

E. ITEMS FOR FUTURE AGENDAS

Chair Perello requested a future item on the status of tree trimming. He urged the staff and public to use the Oxnard 3-1-1 app to report abandoned shopping carts.

Member Flynn also commented on the budget implications of the tree trimming program.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 12:14 p.m.

MICHELLE ASCENCION, CMC
City Clerk

BERT PERELLO
Chair

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CITY OF OXNARD CALIFORNIA	**PUBLIC WORKS AND TRANSPORTATION COMMITTEE** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: __1__**

DATE: April 23, 2019

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

SUBJECT: City of Oxnard Proposed Truck Route Modifications. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that City Council adopt a Resolution, pursuant to Oxnard City Code Section 8-3, amending the City of Oxnard Truck Route Map.

BACKGROUND

Due to concerns from residents, community and council members, staff have taken a comprehensive look at all the truck routes including Oxnard Boulevard and 5th Street. Commercial trucks serve almost every businesses throughout Oxnard. It is necessary to understand that commercial trucks are permitted on light traffic streets to reach a destination for the purpose of loading cargo along the most direct route from the designated truck route to the destination. However, our roadways, sidewalks and traffic signal poles and cabinets have been damaged and destroyed by large trucks hitting or running them over at the corners of intersections, including the Fifth Street intersection at Oxnard Boulevard.

City Code section 8-3(A) states:

> "The city council declares that all streets in the city, other than those designated on a map, not printed herein, are light traffic streets. The city council may, from time to time, by resolution amend this map. The city shall adequately post those streets designated on the map as truck routes."

City Code section 8-3(B) further provides:

> "No operator of a commercial vehicle with a gross weight, including load, over five tons ("truck"), shall use a light traffic street, except when necessary to reach a destination, for the purpose of loading cargo, and such location cannot be reached by a truck route."

DISCUSSION

This modification would save City infrastructure, improve the quality of pedestrian experience, and enhance traffic and pedestrian safety along the two segments by eliminating the Oxnard Boulevard segment between Gonzales Road and Five Points and the Fifth Street segment between Oxnard Boulevard and Rose Avenue from the truck routes.

Staff is coordinating these efforts with Caltrans to ensure consistency and compliance. Caltrans recommends the City to evaluate impacts on local businesses and to study the proposed route and its suitability for trucks; such as truck turning abilities, horizontal and vertical clearances, traffic signal timings and signs. The modification is expected to have minimal impacts on local businesses since commercial trucks are permitted on light traffic streets to reach a destination. However, the elimination of the specified segments of Oxnard Boulevard and 5th Street from the designated truck routes will increase truck traffic on the other truck route roadways - Ventura Road, Rose Avenue, Gonzales Road, and Wooley Road. These roads have the proper turning movements, horizontal and vertical clearances, traffic signal timing and signs. Following Council approval of the modified truck route map, the map will be submitted to Caltrans for approval.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

It is anticipated that new signage will cost around $10,000 for removal and installation. There is sufficient funding available in the FY 2018-19 State Gas Tax Fund operating budget (181-57-04).

Prepared by Ryan Kim, City Traffic Engineer

ATTACHMENTS

Attachment A - Proposed Truck Route
Attachment B - Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE MAP DESIGNATING THE LIGHT TRAFFIC STREETS WITHIN THE CITY OF OXNARD

WHEREAS, pursuant to Oxnard City Code Section 8-3(A), the City Council declared that all streets in the City, other than those designated on a map adopted by the City Council, are light traffic streets; and

WHEREAS, the map referenced in Oxnard City Code Section 8-3 thereby designates the truck routes within the City; and

WHEREAS, pursuant to Oxnard City Code Section 8-3(A), the City Council may amend the map by resolution; and

WHEREAS, the City Council wishes to amend the map to remove a portion of Oxnard Boulevard from the designated truck routes within the City.

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

Section 1. The City Council hereby amends the map referenced in Oxnard City Code Section 8-3 and replaces it with the map that is attached here as Exhibit A and incorporated herein by this reference.

PASSED AND ADOPTED THIS _____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____

Tim Flynn, Mayor

ATTEST:

____

Michelle Ascencion, City Clerk

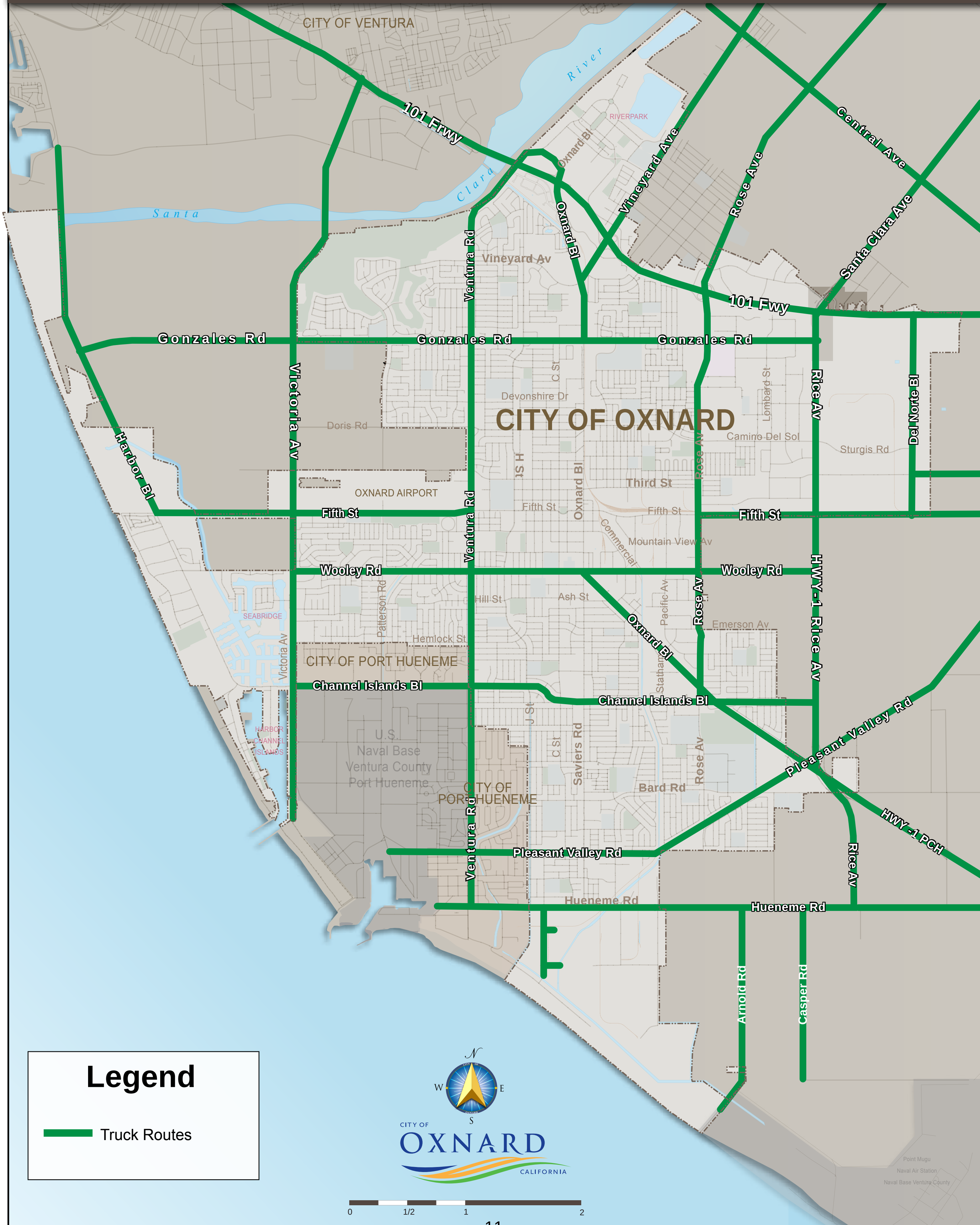
APPROVED AS TO FORM:

____

Stephen M. Fischer, City Attorney

Exhibit A

Proposed Oxnard Truck Routes



CREATED BY:
SALVADOR MANCHA
March 20, 2019

TRUCK ROUTE MODIFICATION

Public Works & Transportation Committee

April 23, 2019

Ryan Kim, P.E., T.E.
City Traffic Engineer

RECOMMENDATION

- That the Public Works and Transportation Committee recommend that City Council adopt a Resolution, pursuant to Oxnard City Code Section 8-3, amending the City of Oxnard Truck Route Map.

BACKGROUND

- **City Code section 8-3(a)** states: "The city council declares that all streets in the city, other than those designated on a map, not printed herein, are light traffic streets. The city council may, from time to time, by resolution amend this map. The city shall adequately post those streets designated on the map as truck routes."

- **City Ordinance No. 2397** states: “No operator of a commercial vehicle with a gross weight, including load, over five tons (“truck”), shall use a light traffic street, except when necessary to reach a destination, for the purpose of loading cargo, and such location cannot be reached by a truck route.”

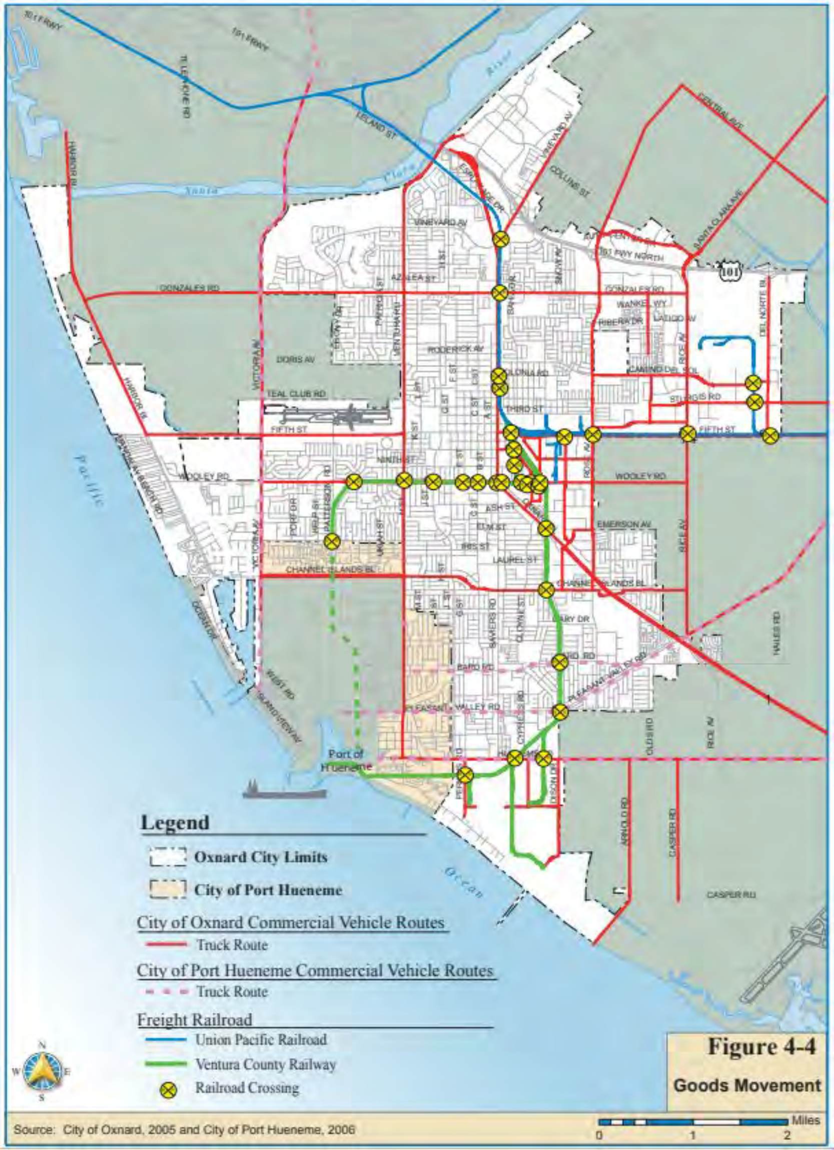
DISCUSSION

- Modification of the current Truck Route Map eliminates the following two segments from the route map:
  - Oxnard Blvd. between Gonzales Rd. and Five Points; and
  - Fifth St. between Oxnard Blvd. and Rose Ave.
- Enhances traffic safety by minimizing truck and traffic signal collisions along the two segments.
- Staff has coordinated with Caltrans for the proposed truck route modification.

DISCUSSION

- The community has been asking for a change in the current truck route.
- Without making this change, the City cannot move forward with plans to make this section of Oxnard Boulevard more bike and pedestrian friendly.
- It is not pleasant to walk along this section of roadway with big trucks using the roadway due to excessive noise and exhaust.

CURRENT MAP



Legend
Oxnard City Limits
City of Port Hueneme
City of Oxnard Commercial Vehicle Routes
Truck Route
City of Port Hueneme Commercial Vehicle Routes
Truck Route
Freight Railroad
Union Pacific Railroad
Ventura County Railway
Railroad Crossing
Figure 4-4
Goods Movement
Source: City of Oxnard, 2005 and City of Port Hueneme, 2006
Miles
0
1
2
Port of Hueneme
Pacific
Ocean

PROPOSED MAP

FINANCIAL IMPACT

- It is anticipated that it will cost approximately $10,000 for removal and installation of new signage, and will be paid for by the Street Maintenance Operating Budget.

QUESTIONS?

CITY OF OXNARD CALIFORNIA	**PUBLIC WORKS AND TRANSPORTATION COMMITTEE** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: _2___**

DATE: April 23, 2019

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

SUBJECT: Agreement for Delivery of Bulk Fuel (Unleaded Gasoline, Clear Diesel and Red Dye Diesel) to City Facilities. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute Agreement A-8126 with Conico MacValley, LLC (MacValley), for a term of three (3) years, for a total contract value not to exceed $1,420,200, to provide bulk fuel delivery services to City facilities for the Wastewater Division, Environmental Resources Division, Fire Stations 1-6 & 8 and River Ridge Golf Course.

BACKGROUND

On December 7, 2018, the City issued a formal Request for Bid (RFB) No. PW 19-31 for delivery of fuel (gasoline, clear diesel and red dye diesel) to various City sites. Bidders were rated according to bid prices, references, proposed emergency fuel support and experience and resources. The RFB closed on January 10, 2019. Of the two (2) bidders that submitted bids, Conico MacValley, LLC (MacValley) was the lowest responsible and responsive bidder.

DISCUSSION

MacValley has been the City's bulk fuel provider for more than 10 years. The current contract ends June 30, 2019. The estimated annual quantities for unleaded gasoline, clear diesel and red dye diesel is as follows:

- Unleaded Gasoline – 27,600 gallons
- Clear Diesel – 50,900 gallons
- Red Dye Diesel – 47,600 gallons

Mac Valley will deliver fuel to the following City sites:

- Gasoline and red dye diesel to Environmental Resources, located at 111 Del Norte Boulevard
- Gasoline and clear diesel to Fire Station 1, located at 491 South K Street and Fire Station 8, located at 3000 South Rose Avenue
- Clear diesel to Fire Station 2, located at 531 East Pleasant Valley Road, Fire Station 3, located at 150 Hill Street, Fire Station 4, located at 230 West Vineyard Avenue, Fire Station 5, located at 1450 Colonia Road and Fire Station 6, located at 2601 Peninsula Road
- Gasoline and red dye diesel to River Ridge Golf Course, located at 2501 North Ventura Road
- Gasoline and clear diesel to Wastewater Treatment Plant, located at 6001 Perkins Road

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Funding will begin in Fiscal Year 2019/2020 and has been considered in the Budget process. The estimated annual cost per Division are as follows:

Division	**FY 19/20**	**FY 20/21**	**FY 21/22**	**Grand Total**
Wastewater (611,621), Storm Water (114) 611-6103 621-6205 114-3501 114-3502 611-6101	$126,000	$126,000	$126,000	$378,000
Environmental Resources 631-6312 631-6313	$112,000	$112,000	$112,000	$336,000
Fire Stations 1-6 & 8 741-7501	$160,000	$160,000	$160,000	$480,000

River Ridge Golf Course 651-6401	$75,400	$75,400	$75,400	$226,200
Total				**$1,420,200**

Prepared by Regina Cuevas, Administrative Technician

ATTACHMENTS

Attachment A – Bid Tabulations

Attachment B – MacValley Bid Response

Attachment C – Agreement No. A-8126

Vendor	Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Estimated Annual Quantity (Gallons)	Markup or Discount Amount (above or below California O.P.I.S.) per Gallon	Flags
SC Fuels	**Environmental Resources**	Red Dye Diesel	1,500	41,600	$0.2688	
SC Fuels	111 Del Norte					
	Oxnard, CA 93030	Unleaded Gasoline*	10	100	**$0.0000**	**We are unable to provide this servive. Our Trucks are not equiped to wet hose gas**
SC Fuels						
SC Fuels	**Fire Station 1**	Unleaded Gasoline	500	4,000	$0.2688	
SC Fuels	**Fire Station 1**	Clear Diesel	1,000	9,500	$0.2688	
SC Fuels	**Fire Station 2**	Clear Diesel	500	3,900	$0.3405	
SC Fuels	**Fire Station 3**	Clear Diesel	1,000	4,500	$0.2688	
SC Fuels	**Fire Station 4**	Clear Diesel	1,000	5,500	$0.2688	
SC Fuels	**Fire Station 5**	Clear Diesel	500	4,500	$0.3405	
SC Fuels	**Fire Station 6**	Clear Diesel	1,000	4,500	$0.2688	
SC Fuels	**Fire Station 8**	Unleaded Gasoline	250	3,000	$0.2688	
SC Fuels	**Fire Station 8**	Clear Diesel	750	8,500	$0.2688	
SC Fuels	**River Ridge Golf**	Unleaded Gasoline**	240	10,500	$0.3405	
SC Fuels	**River Ridge Golf**	Red Dye Diesel**	240	6,000	$0.3405	$0.3405/$0.5727
SC Fuels	**Wastewater**	Unleaded Gasoline	10,000	10,000	$0.1549	
SC Fuels	**Wastewater**	Clear Diesel	10,000	10,000	$0.1549	
Mac Valley C	**Environmental**	Red Dye Diesel	1,500	41,600	$0.2050	*
Mac Valley C	Oxnard, CA	Unleaded Gasoline*	10	100	$0.2050	*
Mac Valley C	**Fire Station 1**	Unleaded Gasoline	500	4,000	$0.2050	*
Mac Valley C	Oxnard, CA	Clear Diesel	1,000	9,500	$0.2050	*
Mac Valley C	**Fire Station 2**	Clear Diesel	500	3,900	$0.2050	*
Mac Valley C	**Fire Station 3**	Clear Diesel	1,000	4,500	$0.2050	*
Mac Valley C	**Fire Station 4**	Clear Diesel	1,000	5,500	$0.2050	*
Mac Valley C	**Fire Station 5**	Clear Diesel	500	4,500	$0.2050	*
Mac Valley C	**Fire Station 6**	Clear Diesel	1,000	4,500	$0.2050	*
Mac Valley C	**Fire Station 8**	Unleaded Gasoline	250	3,000	$0.2050	*
Mac Valley C	**Fire Station 8**	Clear Diesel	750	8,500	$0.2050	*
Mac Valley C	**River Ridge Golf Course**	Unleaded Gasoline**	240	10,500	$0.2050	*
Mac Valley C	**River Ridge Golf Course**	Red Dye Diesel**	240	6,000	$0.2050	*
Mac Valley C	**Wastewater Treatment**	Unleaded Gasoline	10,000	10,000	$0.2050	
Mac Valley C	**Wastewater Treatment**	Clear Diesel	10,000	10,000	$0.2050	
					$ 6.90	

City of Oxnard
Request for Bid
PW 19-31
Fuel Delivery to Various City Sites

Bid Close Date: January 3, 2019
By 2:00 p.m. PT

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

PREPARATION OF BID

1.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, and C, in its entirety, which includes the bid documents and specifications**. Failure to do so may cause rejection of the bid.

1.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered.

1.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

1.4 The bid must be submitted by an authorized agent of the submitting entity.

1.5 Term of Agreement:
It is the intent of the City to issue a non-exclusive agreement for a five (5) year term.

1.6 Company Profile

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

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

BIDDER'S RESPONSE: Conico Toro, Inc. dba MacValley Oil Company

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

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:*** Peter Hong, no contribution

ii. ***BIDDER'S RESPONSE:*** Peter Hong, president

iii. ***BIDDER'S RESPONSE:*** 31 years. MacValley Oil was founded and doing business in City of Oxnard since December of 1987. Current ownership acquired MacValley Oil in December of 2014.

iv. ***BIDDER'S RESPONSE:*** 100 Del Norte Blvd. Oxnard, CA 93030

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

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

BIDDER'S RESPONSE: No

E. List the members of your organization who are authorized to negotiate the Agreement.

BIDDER'S RESPONSE: Peter Hong, David Burrow, Jun Kim, Danny Baillargeon & Chris Do

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

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

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

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences
iv. Education
v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. ***BIDDER'S RESPONSE:*** See attached

ii. ***BIDDER'S RESPONSE:*** See attached

iii. ***BIDDER'S RESPONSE:*** See attached

iv. ***BIDDER'S RESPONSE:*** See attached

v. ***BIDDER'S RESPONSE:*** See attached

vi. ***BIDDER'S RESPONSE:*** See attached

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

SPECIFICATIONS FOR BULK FUEL DELIVERY SERVICE

2.0 The City of Oxnard wishes to enter into an agreement or agreements for the purchase and delivery of lubricants and antifreeze for their vehicles and/or equipment to various locations throughout the City of Oxnard for a five-year period.

2.1 The City may enter into contracts with more than one contractor due to multiple sites and services.

3.0 The City of Oxnard wishes to enter into an agreement or agreements for the purchase and delivery of bulk fuel for their vehicles and/or equipment for a five-year period.

The City may enter into contracts with more than one contractor due to multiple sites and services.

3.1 BULK FUEL DELIVERY SERVICE

Bidders shall provide bulk fuel delivery prices for all referenced fuel types for the City's current and future tanks. Fuel shall be delivered per the attached schedule. If delivery is not regularly scheduled or if fuel supply is running low, fuel shall be ordered and delivered by mean of a phone call to the fuel supplier. Regardless of whether a delivery is scheduled or unscheduled, all tanks shall be topped off. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. The City reserves the right to add or delete delivery sites and fuel types as needed during the course of the contract. The City is closed during the following observed holidays:

New Year's Day
Dr. Martin Luther King Day
Presidents Day
Caesar Chavez Day
Memorial Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Independence Day

3.2 Estimated Quantities:

The annual quantities listed in the table below are estimates only. The City shall not be penalized for purchasing more or less than the quantities listed. All gasoline and diesel delivered under this contract shall meet the latest requirements of the California Air Resources Board (CARB), Federal, State and local governments, as well as fuel industries laws, codes, requirements, standards and guidelines currently in force, and any of those put in force during the contract period. Particular attention shall be paid to the American Society of Testing and Materials (ASTM) laws, regulations and standards.

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Estimated Annual Quantity (Gallons)	Delivery Frequency
Environmental Resources 111 Del Norte Boulevard Oxnard, CA 93030	Red Dye Diesel	1,500	41,600	Weekly
	Unleaded Gasoline*	10	100	As needed
Fire Station 1 491 South "K" Street Oxnard, CA 93030	Unleaded Gasoline	500	4,000	Weekly
	Clear Diesel	1,000	9,500	Weekly
Fire Station 2 531 East Pleasant Valley Road Oxnard, CA 93033	Clear Diesel	500	3,900	Weekly
Fire Station 3 150 Hill Street Oxnard, CA 93033	Clear Diesel	1,000	4,500	Weekly
Fire Station 4 230 West Vineyard Avenue Oxnard, CA 93036	Clear Diesel	1,000	5,500	Weekly
Fire Station 5 1450 Colonia Road Oxnard, CA 93030	Clear Diesel	500	4,500	Weekly
Fire Station 6 2601 Peninsula Road Oxnard, CA 93035	Clear Diesel	1,000	4,500	Weekly
Fire Station 8 3000 South Rose Avenue Oxnard, CA 93033	Unleaded Gasoline	250	3,000	Weekly
	Clear Diesel	750	8,500	Weekly
River Ridge Golf Course 2501 North Ventura Road Oxnard, CA 93036	Unleaded Gasoline**	240	10,500	Up to twice a week
	Red Dye Diesel**	240	6,000	Up to twice a week
Wastewater Treatment Plant 6001 Perkins Road Oxnard, CA 93033	Unleaded Gasoline	10,000	10,000	Twice a year
	Clear Diesel	10,000	10,000	Twice a year

* Contractor shall deliver unleaded gasoline, using a low-pressure pump, to Environmental Resources' 10 gallon gas cans. If unable to provide this service, please so indicate.
** Contractor shall provide River Ridge Golf Course with above-ground tanks for these fuel types as well as electric gasoline/diesel pumps for the tanks.

All other City locations have their own above-ground fuel tanks.

Summary of estimated annual quantities detailed above:

Unleaded Gasoline	27,600 gallons
Clear Diesel	50,900 gallons (add 10,000 Wastewater)
Red Dye Diesel	47,600 gallons

3.5 Deliveries shall be made by owned or contract motor carriers. Carriage vehicles shall be fully equipped. It is the responsibility of the contractor to supply pumps, hoses, or whatever is needed to appropriately pump the fuel being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by contractor, including product in spill containers.

3.6 **Delivery Contacts:**

- Environmental Resources
- Fire Stations 1-8:
  - Contractor shall receive Fire Station gate codes prior to making first delivery.
- River Ridge Golf Course
- Wastewater Treatment Plant

3.7 **Emergency Requirements:** The contractor shall guarantee, in the event of a declared emergency or natural disaster, priority will be given to all City vehicles/equipment for fuel purchases.

- For River Ridge Golf Course: The contractor shall certify that their above-ground storage tanks and piping will withstand seismic/earthquake events with magnitudes specific to this area's seismic zone (Zone D).
- The contractor shall provide the City with a 24-hour emergency contact number.
- The contractor shall provide the City with an emergency plan and necessary personnel to accommodate the City's needs in the event of a declared emergency or natural disaster.
- Actual hours of operation and response times shall be dependent upon the demands and needs of any particular emergency and shall be coordinated with a City representative. Hours of operation can range from a 24-hour-per-day requirement to predetermined hours of operation as established by the City.

3.8 **Pricing:**

- The contractor's price shall consist of the Thursday Unbranded OPIS (Oil Price Information Service) LA Early Day Unleaded/Diesel Average Price for all refineries listed in Los Angeles (PADD 4/5) for unleaded gasoline, clear diesel (#2) and red dye diesel, plus a stated amount which shall be applied to the published average, to establish cost per gallon of fuel. This Thursday price shall be the cost basis for deliveries made the following week (Monday-Sunday).
- If the OPIS price is not reported for a particular Thursday, the most recent price previously reported shall be used as the base price.
- The quoted price above OPIS shall remain firm for the term of the contract. This quoted price shall include contractor's costs except for fees and taxes levied by the Federal government, State of California, County of Ventura, and City of Oxnard.
- If OPIS discontinues publication of a contractual-based pricing index, the City and contractor shall negotiate on a new pricing index. If the City and contractor cannot agree on a new pricing methodology, the City may terminate the contract.
- Bidders may submit alternative pricing or methodology, e.g., OPIS LA Early Day Unleaded/Diesel Average Price on day of delivery vs. Thursday's OPIS. The City shall evaluate all pricing structures to determine the best solution for the City of Oxnard. The City may, at City's option, meet with individual bidders to clarify the pricing presented by the bidder after the bid period has closed.

3.9 Billing:

- Payment shall be made for quantities actually delivered and accepted, whether greater or less than ordered amounts.
- Contractor shall leave signed delivery slips with City staff or, in the absence of City staff, at an agreed-upon location.
- Invoices shall detail the date, time, location of delivery, type of fluid, number of lbs./gallons/drums delivered, unit price, and all taxes, fees, and surcharges. For

Corporate Yard deliveries, please add bay number(s) and corresponding fluid type(s) delivered.

- Every Thursday, contractor shall send, to all billing contacts by e-mail, an electronic copy of the OPIS price sheet for the Thursday Unbranded OPIS LA Early Day Unleaded/Diesel Average Price for all refineries listed in Los Angeles (PADD 4/5) for unleaded gasoline, clear diesel (#2) and red dye diesel, formatted per sample below.

```
OPIS NEWSLETTER PRICES WITH CAR COST - LOS ANGELES, CA
    Vol 35, No. 17 Issued 04-27-15 for Prices confirmed through 04-23-2015
       **OPIS GROSS CARFG ETHANOL (10%) PRICES WITH CAR COST **
                                                                        Move
             Terms  Unl      Move   Mid       Move   Pre       Move   Date   Time
Valero     b N-10  240.04  + 8.75 249.02  + 8.75 256.01  + 8.75 04/22 18:00
PSX        b 1-10  243.35  + 9.09 251.94  + 9.09 260.02  + 9.09 04/22 18:00
Valero     u N-10  246.07  + 5.00 261.07  + 5.00 276.08  + 5.00 04/23 10:00
Shell      b 1-10  246.67  +10.10 255.25  +10.10 263.84  +10.10 04/22 18:00
Tesoro     u N-10  247.09  + 5.00 261.07  + 5.00 275.06  + 5.00 04/23 12:00
Chevron    b 1t45c 247.70  +10.00 254.80  +10.00 263.70  +10.00 04/22 18:00
Texaco     b 1-10  247.70  +10.00 254.80  +10.00 263.70  +10.00 04/22 18:00
PSX        u N-10  251.25  +10.00 268.25  +10.00 283.25  +10.00 04/22 18:00
PDI        u 1CT   253.10  + 3.51 269.08  + 3.51 285.06  + 3.50 04/23 00:01
Vitol      u N-10  254.00d +12.00  -- --   -- --  -- --   -- -- 04/22 18:00
LOW RACK           240.04         249.02         256.01
HIGH RACK          253.10         269.08         285.06
RACK AVG           247.00         258.36         269.64
CAR COST            10.10          10.08          10.06
OPIS LOS ANGELES DELIVERED SPOT (SRI)
FOB LOS ANGELES   226.51         237.85         254.86
BRD LOW RACK       240.04         249.02         256.01
BRD HIGH RACK      247.70         255.25         263.84
BRD RACK AVG       245.09         253.16         261.45
UBD LOW RACK       246.07         261.07         275.06
UBD HIGH RACK      253.10         269.08         285.06
UBD RACK AVG       249.38         264.87         279.86
5-DAY AVG          233.14         244.52         255.79
d=not in average

LOS ANGELES-LONG BEACH, CA
LOW RETAIL              290.67
AVG RETAIL              324.48
LOW RETAIL EX-TAX       226.99
AVG RETAIL EX-TAX       257.99
```

- This Thursday OPIS price shall be the basis for invoice prices for deliveries made the following week (Monday-Sunday).
- Environmental Resources billing contact:
  - Bulk fuel invoices for Environmental Resources shall be sent electronically to:. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by Environmental Resources no later than five business days after delivery.
  - Billing address: City of Oxnard, Environmental Resources Division, 111 Del Norte Boulevard, Oxnard, CA 93030.
- Oxnard Fire Stations billing contact:
  - Bulk fuel invoices for Oxnard Fire Stations, and their corresponding delivery slips,

shall be mailed to: in the Fleet Services Division. In order for timely invoice payment, invoice shall be received by the Fleet Services Division no later than five business days after delivery.
  - Billing address: City of Oxnard, Fleet Services Division, 1060 Pacific Avenue, Bldg. 2, Oxnard, CA 93030.
- River Ridge Golf Course billing contact:
  - Bulk fuel invoices for the River Ridge Golf Course shall be sent to: Parks and Facilities Manager.
  - Billing address: River Ridge Golf Course, 2401 West Vineyard Avenue, Oxnard, CA 93036.
- Wastewater Treatment Plant billing contact:
  - Bulk fuel invoices for the Wastewater Treatment Plant shall be sent to Wastewater Maintenance Supervisor.
  - Billing address: City of Oxnard, Wastewater Section, 6001 Perkins Road, Oxnard, CA 93033.

ATTACHMENT A
BID DOCUMENTS FOR
BULK FUEL DELIVERY SERVICE

For bulk fuel, bidder's price shall consist of the Oil Price Information Service (OPIS) daily average rack price for Los Angeles, CA, District #5, plus a stated amount (one rate per type of fuel). The rate shall be applied to the published average to establish the cost per gallon.

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Estimated Annual Quantity (Gallons)	Markup above California O.P.I.S. UBD RACK AVG
Environmental Resources 111 Del Norte Boulevard Oxnard, CA 93030	Red Dye Diesel	1,500	41,600	$ 0.205 *
	Unleaded Gasoline*	10	100	$ 0.205 *
Fire Station 1 491 South "K" Street Oxnard, CA 93030	Unleaded Gasoline	500	4,000	$ 0.205 *
	Clear Diesel	1,000	9,500	$ 0.205 *
Fire Station 2 531 East Pleasant Valley Rd. Oxnard, CA 93033	Clear Diesel	500	3,900	$ 0.205 *
Fire Station 3 150 Hill Street Oxnard, CA 93033	Clear Diesel	1,000	4,500	$ 0.205 *
Fire Station 4 230 West Vineyard Avenue Oxnard, CA 93036	Clear Diesel	1,000	5,500	$ 0.205 *
Fire Station 5 1450 Colonia Road Oxnard, CA 93030	Clear Diesel	500	4,500	$ 0.205 *
Fire Station 6 2601 Peninsula Road Oxnard, CA 93035	Clear Diesel	1,000	4,500	$ 0.205 *
Fire Station 8 3000 South Rose Avenue Oxnard, CA 93033	Unleaded Gasoline	250	3,000	$ 0.205 *
	Clear Diesel	750	8,500	$ 0.205 *
River Ridge Golf Course 2501 North Ventura Road Oxnard, CA 93036	Unleaded Gasoline**	240	10,500	$ 0.205 *
	Red Dye Diesel**	240	6,000	$ 0.205 *
Wastewater Treatment Plant 6001 Perkins Road Oxnard, CA 93033	Unleaded Gasoline	10,000	10,000	$ 0.205 *
	Clear Diesel	10,000	10,000	$ 0.205 *

*** above markup will increase $0.005 each year.**
2019: + $0.205, 2020: + $0.210, 2021: + $0.215, 2022: + $0.220, 2023: + $0.225

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

Bidders may submit alternative pricing in any format they choose. The City shall evaluate all pricing structures to determine the best solution for the City of Oxnard. The City may, at the City's option, meet with individual bidders to clarify the pricing presented by the bidder after the bid period has closed.

The quoted costs over the OPIS average, or prices based on alternative pricing, shall remain firm for the term of the contract. No price increases shall be allowed during the term of the contract except for Federal, State, and local government fees and taxes approved though legislative action. The contractor shall notify City contacts of such legislative-approved increases prior to their effective date(s) for accounting purposes.

Please list **ALL** taxes, fees, surcharges, and their rates, required by the Federal government, State of California, and by the City of Oxnard which will appear on the invoice (all-inclusive, full disclosure) for **ALL** fuel types. (Please note that the City of Oxnard is exempt from Federal Excise Tax.).

If contractor's invoice shall not list taxes, fees, and surcharges but such taxes, fees, and surcharges are used to arrive at a per gallon price, please provide a fuel price analysis listing ALL such taxes, fees, and surcharges and their rates

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

No.	Date	No.	Date

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

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

Bidder's Signature ____________ Date 1/3/19

Printed Name & Title Chris Do / Controller

Business Name Conico Toro, Inc. dba MacValley Oil Company

Business Address 100 Del Norte Blvd.
Oxnard, CA 93030

Telephone No. 805-485-6900 Email chris.do@conicoinc.com

Federal Taxpayer Identification No. 47-2170432

MacValley Oil Co

ATTACHMENT TO SECTION F
Credentials/Resumes/Certifications/Licenses

Name:	Elizabeth Flores
Current Responsibilities:	Accounts Receivable & Billing Manager
Qualifications/Experience:	19 years of accounting experience. Current and previous experience working with the city of Oxnard.
Education:	College

Name:	Kevin Moore
Current Responsibilities:	Fuel Delivery & Warehouse Manager
Qualifications/Experience:	27 years of industry experience. Current and previous experience working with the city of Oxnard.
Education:	College

Name:	Juan Pelayo
Current Responsibilities:	Fuel Delivery Driver
Qualifications/Experience:	10 years commercial driving and fuel delivery experience. Current primary fuel delivery driver to the Oxnard fire stations.
Education:	Some College
Certification/Licenses:	Class B driver license w/ hasmat, air brake and tank endorsements

Name:	Fermin Guido
Current Responsibilities:	Fuel Delivery Driver
Qualifications/Experience:	15 years commercial driving and fuel delivery experience.
Education:	Some College
Certification/Licenses:	Class B driver license w/ hasmat, air brake and tank endorsements

Taxes & Fees Listings

Tax/Fee Description	Gasoline	Clear Diesel	Dyed Diesel
Fed L.U.S.T.	0.001	0.001	0.001
Fed Excise *	0.183	0.243	0
Fed Oil Spill	0	0	0
GHG Fee	0.1259	0.1523	0.1523
LCFS Fee	0.1303	0.1564	0.1564
CA Excise	0.417	0.36	0
CA UST	0.02	0.02	0.02
CA Childhood Lead	0.0011	0	0
CA Env. Surcharge	0.004982	0.00461	0.00461
CA Sales Tax	2.25%	13.00%	7.25%
Oxnard Sales Tax	0.50%	0.50%	0.50%

All above prices as of 1/3/19. Subject to change at any time.
Any new Federal and State taxes and fees implemented during the duration of the agreement will be added
* Only applies to River Ridge Golf Course. The city is exempt

ATTACHMENT B

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Chris Do

depose and say that I am Controller
("Sole Owner", "A Partner", "President", or other proper title)

of Conico Toro, Inc. dba MacValley Oil Company
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

January 3, 2019
Date

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ESTABLISHING A SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

Attachment C

Local Business Qualification Affidavit

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: ______________________________

Physical Address: ______________________________

Phone: ______________ E-Mail: ______________

Length of time at this location: ______________ Number of Company Employees at this address: ______________

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

Business License ______________ Hours of Operation: ______________

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

____

____

Signature of Company Official Date

____

Print Name, Title

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

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2019

(2) Vendor: Conico MacValley, LLC

(3) Services: Bulk Fuel Deliver Services for Various City Sites

(4) Schedule of Services: See Schedule and Scope of Services Exhibit, which is attached hereto and incorporated herein.

(5) Agreement Ending Date: June 30, 2022

(6) Total Agreement Amount: $1,420,200

(7) City's Project Manager: Bill Birch

(8) Vendor's Project Manager: Chris Do

(9) Insurance Coverage: INS-I

(10) What wages are required for this Project?

☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are <u>not</u> incorporated and are <u>not</u> required.

(11) Addresses for Notice:

FOR VENDOR:

100 North Del Norte Boulevard
Oxnard, CA 93030
Attn: Chris Do, Controller

FOR CITY:

1060 Pacific Avenue
Oxnard, CA 93030
Attn: Bill Birch, Fleet Services Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

chris.do@conicoinc.com

CITY'S PROJECT MANAGER:

bill.birch@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Schedule and Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Living Wage Policy Exhibit
☒ Insurance Exhibit (INS-I)

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

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

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. <u>Confidentiality of Information</u>.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq*., the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

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

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

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

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

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

______________________ ________
☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

CONICO MACVALLEY, LLC

______________________ ________
Peter Hong, President Date

______________________ ________
Chris Do, Controller Date

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[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.
The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President <u>and</u> 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.

SCHEDULE AND SCOPE OF SERVICES EXHIBIT

Vendor shall provide bulk fuel delivery services for all referenced fuel types for the City's current and future tanks. If delivery is not regularly scheduled or if fuel supply is running low, fuel shall be ordered and delivered by means of a phone call to the Vendor. Regardless of whether a delivery is scheduled or unscheduled, all tanks shall be topped off. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. The City reserves the right to add or delete delivery sites and fuel types as needed during the course of the Agreement. Please contact City staff regarding City-observed holidays when facilities are closed:

New Year's Day
Dr. Martin Luther King Day
Presidents Day
Caesar Chavez Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Estimated Quantities: The annual quantities listed in the table below are estimates only. The City shall not be penalized for purchasing more or less than the quantities listed. All gasoline and diesel delivered under this Agreement shall meet the latest requirements of the California Air Resources Board (CARB), Federal, State and local governments, as well as fuel industry laws, codes, requirements, standards and guidelines currently in force, and any of those put in force during the Agreement period. Particular attention shall be paid to the American Society of Testing and Materials (ASTM) laws, regulations and standards.

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Estimated Annual Quantity (Gallons)	Delivery Frequency
Environmental Resources 111 Del Norte Boulevard Oxnard, CA 93030	Red Dye Diesel	1,500	41,600	Weekly
	Unleaded Gasoline	10	100	As needed
Fire Station 1 491 South "K" Street Oxnard, CA 93030	Unleaded Gasoline	500	4,000	Weekly
	Clear Diesel	1,000	9,500	Weekly
Fire Station 2 531 East Pleasant Valley Road Oxnard, CA 93033	Clear Diesel	500	3,900	Weekly
Fire Station 3 150 Hill Street Oxnard, CA 93033	Clear Diesel	1,000	4,500	Weekly
Fire Station 4 230 West Vineyard Avenue Oxnard, CA 93036	Clear Diesel	1,000	5,500	Weekly
Fire Station 5 1450 Colonia Road Oxnard, CA 93030	Clear Diesel	500	4,500	Weekly
Fire Station 6 2601 Peninsula Road Oxnard, CA 93035	Clear Diesel	1,000	4,500	Weekly
Fire Station 8 3000 South Rose Avenue Oxnard, CA 93033	Unleaded Gasoline	250	3,000	Weekly
	Clear Diesel	750	8,500	Weekly
River Ridge Golf Course 2501 North Ventura Road Oxnard, CA 93036	Unleaded Gasoline	240	10,500	Up to twice a week
	Red Dye Diesel	240	6,000	Up to twice a week
Wastewater Treatment Plant 6001 Perkins Road Oxnard, CA 93033	Unleaded Gasoline	10,000	10,000	Twice a year
	Clear Diesel	10,000	10,000	Twice a year

Vendor shall deliver unleaded gasoline, using a low-pressure pump, to Environmental Resources'10-gallon gas cans. Vendor shall provide River Ridge Golf Course with above-ground tanks for these fuel types as well as electric gasoline/diesel pumps for the tanks.

All other City locations have their own above-ground fuel tanks.

Summary of estimated annual quantities detailed above:

Unleaded Gasoline	27,600 gallons
Clear Diesel	50,900 gallons
Red Dye Diesel	47,600 gallons

Deliveries shall be made by owned or contract motor carriers. Carriage vehicles shall be fully equipped. It is the responsibility of the Vendor to supply pumps, hoses or whatever is needed to appropriately pump the fuel being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by Vendor, including product in spill containers.

Delivery Contacts:

- Environmental Resources: James Torrez, phone (805)200-2215, email james.torrez@oxnard.org
- Fire Stations 1-8: Karsten Guthrie, phone (805)385-7704, email karsten.guthrie@oxnard.org
  ○Vendor shall receive Fire Station gate codes prior to making first delivery.
- River Ridge Golf Course: Art Gutierrez, phone (805)385-7951, email art.gutierrez@oxnard.org
- Wastewater Treatment Plant: Jeff Palacio, phone (805)271-2208, email jeff.palacio@oxnard.org

Emergency Requirements: The Vendor shall guarantee that, in the event of a declared emergency or natural disaster, priority will be given to all City vehicles/equipment for fuel purchases.

- For River Ridge Golf Course: The Vendor shall certify that above-ground storage tanks and piping will withstand seismic/earthquake events with magnitudes specific to this area's seismic zone (Zone D).
- The Vendor shall provide the City with a 24-hour emergency contact number.
- The Vendor shall provide the City with an emergency plan and necessary personnel to accommodate the City's needs in the event of a declared emergency or natural disaster.
- Actual hours of operation and response times shall be dependent upon the demands and needs of any particular emergency and shall be coordinated with a City representative. Hours of operation can range from a 24-hour-per-day requirement to predetermined hours of operation as established by the City.

Pricing:

- The Vendor's price shall consist of the Thursday Unbranded OPIS (Oil Price Information Service) LA Early Day Unleaded/Diesel Average Price for all refineries listed in Los Angeles (PADD 4/5) for unleaded gasoline, clear diesel (#2) and red dye diesel, plus a stated amount which shall be applied to the published average, to establish cost per gallon of fuel. This Thursday price shall be the cost basis for deliveries made the following week (Monday-Sunday).
- If the OPIS price is not reported for a particular Thursday, the most recent price previously reported shall be used as the base price.
- The quoted price above OPIS shall remain firm for the term of the Agreement. This quoted price shall include Vendor's costs except for fees and taxes levied by the Federal government, State of California, County of Ventura, and City of Oxnard.
- If OPIS discontinues publication of a contractual-based pricing index, the City and Vendor shall negotiate on a new pricing index. If the City and Vendor cannot agree on a new pricing methodology, the City may terminate the Agreement.

Billing:

- Payment shall be made for quantities actually delivered and accepted, whether greater or less than ordered amounts.
- Vendor shall leave signed delivery slips with City staff or, in the absence of City staff, at an agreed-upon location.
- Invoices shall detail the date, time, location of delivery, type of fluid, number of lbs./gallons/drums delivered, unit price and all taxes, fees, and surcharges.

Every Thursday, Vendor shall send, to all billing contacts by e-mail, an electronic copy of the OPIS price sheet for the Thursday Unbranded OPIS LA Early Day Unleaded/Diesel Average Price for all refineries listed in Los Angeles (PADD 4/5) for unleaded gasoline, clear diesel (#2) and red dye diesel.

- The current Thursday OPIS price shall be the basis for invoice prices for deliveries made the following week (Monday-Sunday).
- Environmental Resources billing contact:
  - Bulk fuel invoices for Environmental Resources shall be sent electronically to: James Torres, Environmental Resources Division Interim MRF Manager, phone (805) 200-2215, e-mail james.torrez@oxnard.org. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by Environmental Resources no later than five (5) business days after delivery.
  - Billing address: City of Oxnard, Environmental Resources Division, 111 Del Norte Boulevard, Oxnard, CA 93030.
- Oxnard Fire Stations billing contact:
  - Bulk fuel invoices for Oxnard Fire Stations, and their corresponding delivery slips, shall be mailed to: Bill Birch, Fleet Services Manager, in the Fleet Services Division, phone (805)385-8080, email bill.birch@oxnard.org. In order for timely invoice payment, invoice shall be received by the Fleet Services Division no later than five business days after delivery.
  - Billing address: City of Oxnard, Fleet Services Division, 1060 Pacific Avenue, Bldg. 2, Oxnard, CA 93030.
- River Ridge Golf Course billing contact:
  - Bulk fuel invoices for the River Ridge Golf Course shall be sent to: Art Gutierrez, Interim Maintenance Services Manager, phone (805)385-7951, e-mail art.gutierrez@oxnard.org.
  - Billing address: River Ridge Golf Course, 2401 West Vineyard Avenue, Oxnard, CA 93036.
- Wastewater Treatment Plant billing contact:
  - Bulk fuel invoices for the Wastewater Treatment Plant shall be sent to: Jeff Palacio, Wastewater Maintenance Supervisor, phone (805)271-2208, e-mail jeff.palacio@oxnard.org.
  - Billing address: City of Oxnard, Wastewater Section, 6001 Perkins Road, Oxnard, CA 93033.

RATES AND COSTS EXHIBIT

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Estimated Annual Quantity (Gallons)	Markup Above California O.P.I.S. UBD RACK AVG
Environmental Resources 111 Del Norte Boulevard Oxnard, CA 93030	Red Dye Diesel	1,500	41,600	**$0.205***
	Unleaded Gasoline	10	100	**$0.205***
Fire Station 1 491 South "K" Street Oxnard, CA 93030	Unleaded Gasoline	500	4,000	**$0.205***
	Clear Diesel	1,000	9,500	**$0.205***
Fire Station 2 531 East Pleasant Valley Road Oxnard, CA 93033	Clear Diesel	500	3,900	**$0.205***
Fire Station 3 150 Hill Street Oxnard, CA 93033	Clear Diesel	1,000	4,500	**$0.205***
Fire Station 4 230 West Vineyard Avenue Oxnard, CA 93036	Clear Diesel	1,000	5,500	**$0.205***
Fire Station 5 1450 Colonia Road Oxnard, CA 93030	Clear Diesel	500	4,500	**$0.205***
Fire Station 6 2601 Peninsula Road Oxnard, CA 93035	Clear Diesel	1,000	4,500	**$0.205***
Fire Station 8 3000 South Rose Avenue Oxnard, CA 93033	Unleaded Gasoline	250	3,000	**$0.205***
	Clear Diesel	750	8,500	**$0.205***
River Ridge Golf Course 2501 North Ventura Road Oxnard, CA 93036	Unleaded Gasoline	240	10,500	**$0.205***
	Red Dye Diesel	240	6,000	**$0.205***
Wastewater Treatment Plant 6001 Perkins Road Oxnard, CA 93033	Unleaded Gasoline	10,000	10,000	**$0.205***
	Clear Diesel	10,000	10,000	**$0.205***

***above markup will increase $0.005 each year.**
2019: +$0.205, 2020:+$0.210, 2021:+$0.215, 2022:+$0.220, 2023:+$0.225

Taxes & Fees Listings

Tax/Fee Description	Gasoline	Clear Diesel	Dyed Diesel
Fed L.U.S.T.	0.001	0.001	0.001
Fed Excise *	0.183	0.243	0
Fed Oil Spill	0	0	0
GHG Fee	0.1259	0.1523	0.1523
LCFS Fee	0.1303	0.1564	0.1564
CA Excise	0.417	0.36	0
CA UST	0.02	0.02	0.02
CA Childhood Lead	0.0011	0	0
CA Env. Surcharge	0.004982	0.00461	0.00461
CA Sales Tax	2.25%	13.00%	7.25%
Oxnard Sales Tax	0.50%	0.50%	0.50%

All above prices as of 1/3/19. Subject to change at any time.

Any new Federal and State taxes and fees implemented during the duration of the agreement will be added

* Only applies to River Ridge Golf Course. The city is exempt

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

    (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

    (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

    (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

    (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

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

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

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

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

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

3. Vendor 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. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that 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-I.doc

Agreement No. **A-8126**

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER**					

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._______
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

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

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

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date ____________
☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ ____________		
☐ ____________		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: ____________
Address: ____________
Telephone: ( ) ____________

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.________
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____________

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

Signature ____________
(original signature required)

Telephone: ( ) Date Signed ____________

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: ____
Address:__
____
Telephone: ( ) ____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.________
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ______________________________

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

Signature ____

(original signature required)

Telephone: ( ) Date Signed ______________________

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Agreement A-8126 with Conico MacValley, LLC - Delivery of Bulk Fuel to City Facilities

Public Works & Transportation Committee

April 23, 2019

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

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

> Approve and authorize the Mayor to execute Agreement A-8126 with Conico MacValley, LLC (MacValley), for a term of three (3) years, for a total contract value not to exceed $1,420,200, to provide bulk fuel delivery services to City facilities for the Wastewater Division, Environmental Resources Division, Fire Stations 1-6 & 8 and River Ridge Golf Course.

BACKGROUND

- On December 7, 2018, the City posted a formal Request for Bid (RFB) No. PW 19-31 for delivery of fuel (gasoline, clear diesel and red dye diesel) to various City sites.
- RFB closed on January 10, 2019.
- Of the two (2) bidders that submitted bids, MacValley was the lowest responsible and responsive bidder.

DISCUSSION

- Mac Valley will deliver lubricants and antifreeze to the following City Sites:
  - Gasoline and red dye diesel to Environmental Resources, located at 111 Del Norte Boulevard
  - Gasoline and clear diesel to Fire Station 1, located at 491 South K Street and Fire Station 8, located at 3000 South Rose Avenue
  - Clear diesel to Fire Station 2, located at 531 East Pleasant Valley Road, Fire Station 3, located at 150 Hill Street, Fire Station 4, located at 230 West Vineyard Avenue, Fire Station 5, located at 1450 Colonia Road and Fire Station 6, located at 2601 Peninsula Road
  - Gasoline and red dye diesel to River Ridge Golf Course, located at 2501 North Ventura Road
  - Gasoline and clear diesel to Wastewater Treatment Plant, located at 6001 Perkins Road

FINANCIAL IMPACT

- Funding will begin in Fiscal Year 2019/2020 and has been considered in the Budget process. The estimated annual cost per Division are as follows:

Division	FY 19/20	FY 20/21	FY 21/22	Grand Total
Wastewater	$126,000	$126,000	$126,000	$378,000
Environmental Resources	$112,000	$112,000	$112,000	$336,000
Fire Stations 1-6 & 8	$160,000	$160,000	$160,000	$480,000
River Ridge Golf Course	$75,400	$75,400	$75,400	$226,200
Agreement Total				**$1,420,200**

CITY OF OXNARD CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA	**PUBLIC WORKS AND TRANSPORTATION COMMITTEE** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: __3__**

DATE: April 23, 2019

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

SUBJECT: Agreement for Delivery of Lubricants and Antifreeze to City Facilities. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute Agreement A-8135 with Conico MacValley, LLC, (MacValley), for a term of three (3) years, for a total contract value not to exceed $356,100, to provide delivery of Lubricants and Antifreeze to City facilities for the Wastewater Division, Environmental Resources Division, Fleet Services Division and River Ridge Golf Course.

BACKGROUND

On December 4, 2018, the City posted a formal Request for Bid (RFB) No. PW 19-32 for delivery of lubricants and antifreeze to various City sites to support and maintain machinery, equipment and vehicles under their responsibility. Bidders were rated according to bid prices, references, experience and resources. The RFB closed on December 27, 2018. Of the three (3) bidders that submitted bids, MacValley was the lowest responsible and responsive bidder.

DISCUSSION

The City has to maintain machinery, vehicles and equipment onsite at these particular facilities. The current Purchase Order with Silvas Oil Company ends on June 30, 2019. MacValley will deliver lubricants and antifreeze to the following City Sites:

- Lubricants and antifreeze to Environmental Resources, located at 111 Del Norte Boulevard
- Lubricants to Fleet Services Shops located at 1060 Pacific Avenue and 111 Del Norte Boulevard

- Lubricants and antifreeze to River Ridge Golf Course, located at 2401 West Vineyard Avenue
- Lubricants to Wastewater Treatment Plant, located at 6001 Perkins Road

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Funding will begin in Fiscal Year 2019/2020 and has been considered in the Budget process. The estimated annual cost per Division are as follows:

Division	FY 19/20	FY 20/21	FY 21/22	Grand Total
Wastewater 621 -6205	$49,000	$49,000	$49,000	$147,000
Environmental Resources 631-6312 631-6313	$8,500	$8,500	$8,500	$25,500
Fleet Services 741-7501	$52,000	$52,000	$52,000	$156,000
River Ridge Golf Course 651-6401	$9,200	$9,200	$9,200	$27,600
Agreement Total				**$356,100**

Prepared by Regina Cuevas, Administrative Technician

ATTACHMENTS

Attachment A – Bid Tabulations
Attachment B – MacValley Bid Response
Attachment C – Agreement No. A-8135

Location	Item	Volume (past usage average)	Silvas	Southern Counties	MacValley
Environmental Resources	1000 THF Hydraulic	0	$ -	$ -	$ -
Environmental Resources	15W40 Engine Oil	0	$ -	$ -	$ -
Environmental Resources	Red Eye Grease (brand specific)	0	$ -	$ -	$ -
Environmental Resources	Red Antifreeze	6	$ 975.60	$ 987.60	$ 733.20
Environmental Resources	Green Antifreeze	5.4	$ 447.12	$ 627.48	$ 524.88
Environmental Resources	Chevron 220 Gear Oil (brand specific)	0	$ -	$ -	$ -
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Firebird AW Hyd 32	1387.5	$ 8,713.50	$ 7,783.88	$ 7,464.75
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	Mobil EAL 224H Hyd Oil	3.5	$ 4,783.63	$ 4,338.95	$ 2,918.30
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Super ATF DIM	0	$ -	$ -	$ -
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	Mobil Delvac Synthetic ATF	4.5	$ 7,343.33	$ 7,360.65	$ 10,112.85
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	Synthetic Transmission 50 (110 lb. kegs)	2.5	$ 1,240.25	$ 1,369.50	$ 1,581.25
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Firebird 5W20 SN	302.5	$ 2,126.58	$ 1,784.75	$ 1,896.68
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Firebird 5W30 SN GFS	82.5	$ 579.98	$ 547.80	$ 517.28
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Firebird HD l 5W40 CJ-4/SL	2124	$ 17,480.52	$ 15,080.40	$ 16,949.52
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	Mobilube HD 85W140 EP-5	5.5	$ 1,306.80	$ 1,861.20	$ 1,254.00
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Multiplex Red 2 (grease in 35 lb. pails)	2	$ 199.50	$ 257.60	$ 194.60

Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Multiplex Red 2 NLGI 2 (grease in 120lb kegs)	4	$ 1,329.60	$ 1,752.00	$ 1,228.80
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Multi plex Red 2 (grease in 400 lb. drums)	1.5	$ 1,662.00	$ 1,920.00	$ 1,542.00
River Ridge Golf Course	1000 THF	82.5	$ 795.30	$ 490.05	$ 616.28
River Ridge Golf Course	4	0	$ -	$ -	$ -
River Ridge Golf Course	100% Antifreeze - MSDS 210,	27.5	$ 221.10	$ 233.20	$ 264.28
Wastewater Treatment Plant	Oil - Pegasus 805*	2882.5	$ 36,982.48	$ 44,015.78	$ 37,876.05
Wastewater Treatment Plant	Oil -Pegasus 701*	110	$ 1,527.90	$ 1,684.10	$ -
Wastewater Treatment Plant	Oil -410 NC*	220	$ 3,304.40	$ 3,245.00	$ 2,571.80
Wastewater Treatment Plant	Oil - Delvac I ESP*	12	$ 407.04	$ 357.36	$ 208.80
Wastewater Treatment Plant	Oi l - Delvac 1300 Super*	1.5	$ 17.57	$ 19.34	$ 11.97
Wastewater Treatment Plant	Oil - DTE 25*	192.5	$ 2,772.00	$ 1,655.50	$ 1,035.65
Wastewater Treatment Plant	Oil - BB*	0	$ -	$ -	$ -
Wastewater Treatment Plant	Oil - Rarus 427*	0	$ -	$ -	$ -
Wastewater Treatment Plant	Oil - DTE Extra Heavy*	0	$ -	$ -	$ -
Wastewater Treatment Plant	Oil -Gear Oil 634*	5	$ 13.30	$ 15.55	$ 70.25
Wastewater Treatment Plant	Oil - DTE Light*	0	$ -	$ -	$ -
			$ 94,229.47	$ 97,387.68	$ 89,573.17

City of Oxnard
Request for Bid
PW 19-32
Lubricants and Antifreeze Delivery Services

Bid Close Date: December 27, 2018
By 2:00 p.m. PT

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

PREPARATION OF BID

1.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, and C, in its entirety, which includes the bid documents and specifications**. Failure to do so may cause rejection of the bid.

1.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered.

1.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

1.4 The bid must be submitted by an authorized agent of the submitting entity.

1.5 Term of Agreement:
It is the intent of the City to issue a non-exclusive agreement for a five (5) year term.

1.6 Company Profile

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

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

BIDDER'S RESPONSE: Conico Toro, Inc. dba MacValley Oil Company, a California corporation

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

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:*** Peter Hong, no contribution

ii. ***BIDDER'S RESPONSE:*** Peter Hong, president

iii. ***BIDDER'S RESPONSE:*** 31 years (MacValley Oil was founded and doing business in City of Oxnard since December of 1987. Current ownership acquired MacValley Oil in December of 2014.

iv. ***BIDDER'S RESPONSE:*** 100 Del Norte Blvd. Oxnard, CA 93030

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

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

BIDDER'S RESPONSE: No

E. List the members of your organization who are authorized to negotiate the Agreement.

BIDDER'S RESPONSE: Peter Hong, David Burrow, Jun Kim, Danny Baillargeon & Chris Do

DESCRIPTION OF PRODUCT

2.0 The City of Oxnard wishes to enter into an agreement or agreements for the purchase and delivery of lubricants and antifreeze for their vehicles and/or equipment for a five-year period.

2.1 The City may enter into contracts with more than one contractor due to multiple sites and services.

3.0 **LUBRICANT (HYDRAULIC FLUID, TRANSMISSION FLUID, ENGINE OIL, DIFFERENTIAL OIL, GEAR OIL, GREASE) & ANTIFREEZE DELIVERY SERVICE**

3.1 Bidders shall provide bulk lubricant delivery prices for all referenced lubricant types and antifreeze for the City's current and future tanks. The City shall not be penalized for purchasing more or less than the estimated quantities listed. Fluids shall be ordered and delivered, if delivery is not regularly scheduled, on an "as-needed" basis by means of a phone call to contractor. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. Please contact City staff for a list of City-observed holidays when facilities are closed.

3.2 Deliveries shall be made by owned or contract motor carriers. Carriage vehicles shall be fully equipped. It is the responsibility of the contractor to supply pumps, hoses, or whatever is needed to appropriately pump the lubricants and antifreeze being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by contractor, including product in spill containers.

3.3 **Estimated Quantities:**
The annual volumes indicated below are estimates only. The City shall not be penalized for purchasing more or less than the projected volume listed. The City reserves the right to add or delete delivery sites and products as needed during the course of the contract.

3.4 **Sites:**

1) Environmental Resources, 111 Del Norte Blvd., Oxnard, CA 93030:

Fluid	Estimated Usage Every Three Months	Equipment
1000 THF Hydraulic Fluid	100 gallons	Various
15W40 Engine Oil	100 gallons	Various
Red Eye Grease (**brand specific**)	¼ drum	Yellow and Green Iron Machinery
Red Antifreeze 100%	10 gallons in 1-gallon containers	Yellow Iron
Green Antifreeze 100%	10 gallons in 1-gallon containers	Forklifts
Chevron 220 Gear Oil (**brand specific**)	One (1) 5-gallon bucket (estimated annual usage)	MRF (Materials Recovery Facility) Processing Machinery Gear Motors

2) Fleet Services mechanic shops at Corporate Yard (1060 Pacific Avenue, Bays 6, 8, 15, 18) and Del Norte Shop (111 Del Norte Blvd.), Oxnard, CA 93030:

Fluid	Type	Unit of Measure	Projected Annual Volume
76 Firebird AW Hyd 32	Hydraulic fluid	Bulk gallons	1,300 gallons
Mobil EAL 224H Hyd Oil	Hydraulic fluid	55 gal. drum	7 drums or 385 gallons
76 Super ATF D/M	Transmission fluid	Bulk gallons	30 gallons
Mobil Delvac Synthetic ATF	Transmission fluid **(must be Allison approved)**	55 gal. drum	5 drums or 275 gals.
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	Transmission fluid	110 lb. keg	2 kegs or 220 lbs.
76 Firebird 5W20 SN	Engine oil (gasoline)	Bulk gallons	500 gallons
76 Firebird 5W30 SN GFS	Engine oil (gasoline)	Bulk gallons	250 gallons
76 Firebird HD 15W40 CJ-4/SL	Engine oil (diesel)	Bulk gallons	2,000 gallons
Mobilube HD 85W140 EP-5	Differential oil	120 lb. kegs	1 keg or 120 lbs.
76 Multiplex Red 2 (grease in 35 lb. pails)	Grease	35 lb. pails	1 pail or 35 lbs.
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	Grease	120 lb. kegs	1 keg or 120 lbs.
76 Multiplex Red 2 (grease in 400 lb. drums)	Grease	400 lb. drums	3 drums or 1,200 lbs.

3) River Ridge Golf Course at 2501 North Ventura Road, Oxnard, CA 93036:

Fluid	Unit of Measure	Projected Annual Volume	Container Capacity
Hydraulic Fluid – 1000 THF	Gallons	260 gallons	55 gallon drum*
Oil – 15W40, API, CJ-4	Gallons	260 gallons	120 gallon container*
100% Antifreeze – MSDS 210, Conventional Green Formula	Gallons	60 gallons	55 gallon drum*

***Container to be provided by contractor.**

4) Wastewater Treatment Plant at 6001 Perkins Road, Oxnard, CA 93033:

Fluid	Estimated Annual Usage	Equipment
Oil – Pegasus 805*	3,000 gallons	Engineators
Oil – Pegasus 701*	220 gallons	Cat Engines
Oil – 410 NC*	110 gallons	EMD Generators
Oil – Delvac 1 ESP*	110 gallons	Vehicles
Oil – Delvac 1300 Super*	165 gallons	Vehicles
Oil – DTE 25*	550 gallons	Various Equipment

Oil – BB*	110 gallons	Angle Drives
Oil – Rarus 427*	55 gallons	Air Compressors
Oil – DTE Extra Heavy*	55 gallons	Gear Reducers
Oil – Gear Oil 634*	10 gallons	Gear Reducers/Hypoid Gears
Oil – DTE Light*	55 gallons	Bearing Boxes

***Mobil brand oils or equal to.**

4.0 **Delivery Locations:**

a) Environmental Resources: **111 Del Norte Blvd., Oxnard, CA 93030**
b) Fleet Services' Corporate Yard and Del Norte Shop: **1060 Pacific Avenue, Bays 6, 8, 15, 18) and Del Norte Shop (111 Del Norte Blvd.), Oxnard, CA 93030**
c) Ridge Golf Course: **2501 North Ventura Road, Oxnard, CA 93036**
d) Wastewater Treatment Plant: **6001 Perkins Road, Oxnard, CA 93033**

4.1 **Delivery Requirements:**

a) Contractor shall visit the Fleet Services' Corporate Yard every other week to ascertain lubricant needs and schedule lubricant delivery accordingly in order to maintain tanks at least half full at all times.
b) Delivery slips for Corporate Yard deliveries shall specify bay numbers and corresponding fluids delivered.
c) With other City sites than the Corporate Yard, lubricants and antifreeze shall be ordered and delivered on an "as-needed" basis by means of a phone call or e-mail to the contractor. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. Please contact City staff regarding City-observed holidays when facilities are closed.
d) Fluids shall be delivered in bulk (no drums) unless otherwise stated.
e) Contractor shall top off tanks when delivering fluids regardless of quantity ordered.
f) All fluids require branded products or equal to. Please provide product data sheets for all fluids listed on your bid. Bidder must furnish, at its own expense, all information necessary as required by the City.
g) Red Eye grease and Chevron 220 gear oil (or equal to) shall be delivered to Environmental Services.
h) Synthetic transmission fluid for Fleet Services shops to be Allison-approved.
i) Mobil brand oils (or equal to) shall be accepted by the Wastewater Treatment Plant.

5.0 **Billing:**

a) Payment shall be made for quantities actually delivered and accepted, whether greater or less than ordered amounts.
b) Contractor shall leave signed delivery slips with City staff or, in the absence of City staff, at an agreed-upon location.
c) Invoices shall detail the date, time, location of delivery, type of fluid, number of lbs./gallons/drums delivered, unit price, and all taxes, fees, and surcharges. For Corporate Yard deliveries, please add bay number(s) and corresponding fluid type(s) delivered.

5.1 **Environmental Resources billing contact:**

a) Invoices for lubricants delivered to Environmental Resources shall be sent electronically. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by Environmental Resources no later than five business days after delivery.
b) Billing address: City of Oxnard, Environmental Resources Division, 111 Del Norte Boulevard, Oxnard, CA 93030.

5.2 **Fleet Services shops' billing contact:**

a) Invoices for lubricants delivered to Fleet Services shops (Corporate Yard and Del Norte locations) shall be sent electronically. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by the Fleet Services Division no later than five business days after delivery.
b) Billing address: City of Oxnard, Fleet Services Division, 1060 Pacific Avenue, Bldg. 2, Oxnard, CA 93030.

5.3 **River Ridge Golf Course billing contact:**

a) Invoices for lubricants delivered to the River Ridge Golf Course shall be sent to Parks and Facilities Manager.
b) Billing address: River Ridge Golf Course, 2401 West Vineyard Road, Oxnard, CA 93036

5.4 **Wastewater Treatment Plant billing contact:**

a) Invoices for lubricants delivered to the Wastewater Treatment Plant shall be sent to Wastewater Maintenance Supervisor.
b) Billing address: City of Oxnard, Wastewater Section, 6001 Perkins Road, Oxnard, CA 93033.

ATTACHMENT A

BID DOCUMENTS
FOR
LUBRICANT & ANTIFREEZE DELIVERY SERVICES

Environmental Resources

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
1000 THF Hydraulic Fluid	TOTAL Dynatrans MP	100 gallons	$747.00
15W40 Engine Oil	TOTAL Rubia Optima 1100 15w40	100 gallons	$798.00
Red Eye Grease **(brand specific)**	LSC Red-I Grease #2	¼ drum	$333.60
Red Antifreeze 100%	TOTAL Coolelf HDLL	10 gallons in 1-gallon containers	$122.20
Green Antifreeze 100%	TOTAL Coolelf GLS	10 gallons in 1-gallon containers	$97.20
Chevron 220 Gear Oil **(brand specific)**	Chevron Meropa 220	One (1) 5-gallon bucket (estimated annual usage)	$93.10

Fleet Services mechanic shops at Corporate Yard and Del Norte Shop

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
76 Firebird AW Hyd 32	TOTAL Azolla ZS 32	Bulk gallons	$5.38
Mobil EAL 224H Hyd Oil	TOTAL Biohydran AW 32	55 gal. drum	$833.80
76 Super ATF D/M	TOTAL Fluid H 3 NA	Bulk gallons	$7.48
Mobil Delvac Synthetic ATF	Mobil Delvac Syn ATF 1	55 gal. drum	$2,247.30
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	TOTAL Transmission Syn SAE 50	16 gal keg	$736.48
76 Firebird 5W20 SN	TOTAL Quartz 7000 Future XT 5w20	Bulk gallons	$6.27
76 Firebird 5W30 SN GFS	TOTAL Quartz 7000 Future XT 5w30	Bulk gallons	$6.27
76 Firebird HD 15W40 CJ-4/SL	TOTAL Rubia Optima 1100 15w40	Bulk gallons	$7.98
Mobilube HD 85W140 EP-5	TOTAL Transmission MDL NA 84w140	16 gal keg	$243.04
76 Multiplex Red 2 (grease in 35 lb. pails)	TOTAL Multis Complex ET 2	35 lb. pails	$97.30
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	TOTAL Multis Complex ET 2	120 lb. kegs	$307.20
76 Multiplex Red 2 (grease in 400 lb. drums)	TOTAL Multis Complex ET 2	400 lb. drums	$1,028.00

River Ridge Golf Course

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Hydraulic Fluid – 1000 THF	TOTAL Dynatrans MP	Gallon	$7.47
Oil – 15W40, API, CJ-4	TOTAL Rubia Optima 1100 15w40	Gallon	$7.98
100% Antifreeze – MSDS 210, Conventional Green Formula	TOTAL Coolelf GLS	Gallon	$9.61

Wastewater Treatment Plant

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Oil – Pegasus 805*	TOTAL Nateria MH 40	Gallon	$13.14
Oil – Pegasus 701*	No Product	Gallon	N/A
Oil – 410 NC*	TOTAL Rubia G9 SAE 40	Gallon	$11.69
Oil – Delvac 1 ESP*	TOTAL Rubia Optima 1500 5w40	Gallon	$17.40
Oil – Delvac 1300 Super*	TOTAL Rubia Optima 1100 15w40	Gallon	$7.98
Oil – DTE 25*	TOTAL Azolla ZS 46	Gallon	$5.38
Oil – BB*	TOTAL Cirkan RO 220	Gallon	$11.41
Oil – Rarus 427*	TOTAL Dacnis 100	Gallon	$11.34
Oil – DTE Extra Heavy*	TOTAL Cirkan RO 150	Gallon	$11.26
Oil – Gear Oil 634*	TOTAL Carter EP 460	Gallon	$14.05
Oil – DTE Light*	TOTAL Cirkan RO 32	Gallon	$11.07

***Mobil brand oils or equal to.**

**** All above quoted prices good for the first year of the contract as written in the terms & conditions. After the first year, any manufacturer price increase or decrease will pass thru directly to City of Oxnard. 30-day notice will be provided prior to the price increase. Prices do not include and subject to state/district sales, excise and environmental regulatory taxes and fees.**

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

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

No.	Date	No.	Date

( ) Check here if "NO Bid".

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

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

Bidder's Signature ____________ Date 12/27/18

Printed Name & Title Chris Do / Controller

Business Name Conico Toro, Inc. dba MacValley Oil Company

Business Address 100 Del Norte Blvd.

Oxnard, CA 93030

Telephone No. 805-485-6900 Email chris.do@conicoinc.com

Federal Taxpayer Identification No. 47-2170432

ATTACHMENT B

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Chris Do

depose and say that I am Controller
("Sole Owner", "A Partner", "President", or other proper title)

of Conico Toro, Inc. dba MacValley Oil Company
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

December 27, 2018
Date

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ESTABLISHING A SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

Ordinance No. 2852
Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

Attachment C

Local Business Qualification Affidavit

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: MacValley Oil Company

Physical Address: 100 Del Norte Blvd. Oxnard, CA 93030

Phone: 805-485-6900 E-Mail: chris.do@conicoinc.com

Length of time at this location: 31 yrs (incl prior ownership) Number of Company Employees at this address: 25

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

Business License 20-00111273 Hours of Operation: 24 hours

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

Retail and wholesale of diesel fuel, gasoline, convenient store items, petroleum products and related services.

Signature of Company Official December 27, 2018
Date

Chris Do, controller
Print Name, Title

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

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2019

(2) Vendor: Conico MacValley, LLC

(3) Services: Lubricants and Antifreeze Delivery Services for Various City Sites

(4) Schedule of Services: See Schedule and Scope of Services Exhibit, which is attached hereto and incorporated herein.

(5) Agreement Ending Date: June 30, 2022

(6) Total Agreement Amount: $356,100 (not to exceed $118,700 per fiscal year)

(7) City's Project Manager: Bill Birch

(8) Vendor's Project Manager: Chris Do

(9) Insurance Coverage: INS-I

(10) What wages are required for this Project?

☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required incorporated and are not; but Section 20(e) and the Prevailing Wage Exhibit are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are <u>not</u> incorporated and are <u>not</u> required.

(11) Addresses for Notice:

FOR VENDOR:	*FOR CITY:*
100 North Del Norte Boulevard Oxnard, CA 93030 Attn: Chris Do, Controller	1060 Pacific Avenue Oxnard, CA 93030 Attn: Bill Birch, Fleet Services Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
Chris.do@conicoinc.com	bill.birch@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Schedule and Scope of Services Exhibit
☒ Insurance Exhibit (INS-I)
☒ Rates and Costs Exhibit
☒ Living Wage Policy Exhibit

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

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

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq*., the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

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

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

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

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

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

___________________________ ____________

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

___________________________ ____________

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

APPROVED AS TO FORM:

___________________________ ____________

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

CONICO MACVALLEY, LLC

___________________________ ____________

Peter Hong, President Date

___________________________ ____________

Chris Do, Controller Date

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[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

SCHEDULE AND SCOPE OF SERVICES EXHIBIT

Vendor shall provide bulk lubricant delivery services for all referenced lubricant types and antifreeze for the City's current and future tanks. The City shall not be penalized for purchasing more or less than the estimated quantities listed. Fluids shall be ordered and delivered, if delivery is not regularly scheduled, on an "as-needed" basis by means of a phone call to Vendor. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. The City reserves the right ot add or delete delivery sites and lubricant types as needed during the course of the Agreement. Please contact City staff regarding City-observed holidays when facilities are closed.:

New Year's Day
Dr. Martin Luther King Day
Presidents Day
Caesar Chavez Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Deliveries shall be made by owned or Agreement motor carriers. Carriage vehicles shall be fully equipped. It is the responsibility of the Vendor to supply pumps, hoses, or whatever is needed to appropriately pump the lubricants and antifreeze being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by Vendor, including product in spill containers.

Estimated Quantities: The annual volumes indicated below are estimates only. The City shall not be penalized for purchasing more or less than the projected volume listed. The City reserves the right to add or delete delivery sites and products as needed during the course of the Agreement.

1) Environmental Resources, 111 Del Norte Blvd., Oxnard, CA 93030:

Fluid	Estimated Volume Every Three Months	Equipment
1000 THF Hydraulic Fluid	100 gallons	Various
15W40 Engine Oil	100 gallons	Various
Red Eye Grease (**brand specific**)	¼ drum	Yellow and Green Iron Machinery
Red Antifreeze 100%	10 gallons in 1-gallon containers	Yellow Iron
Green Antifreeze 100%	10 gallons in 1-gallon containers	Forklifts
Chevron 220 Gear Oil (**brand specific**)	One (1) 5-gallon bucket (estimated annual usage)	MRF (Materials Recovery Facility) Processing Machinery Gear Motors

2) Fleet Services mechanic shops at Corporate Yard (Bays 6, 8, 15, 18) 1060 Pacific Avenue and Environmental Resources Shop (111 Del Norte Blvd.), Oxnard, CA 93030:

Fluid	Type	Unit of Measure	Estimated Annual Volume
76 Firebird AW Hyd 32	Hydraulic fluid	Bulk gallons	1,300 gallons
Mobil EAL 224H Hyd Oil	Hydraulic fluid	55 gal. drum	7 drums or 385

			gallons
76 Super ATF D/M	Transmission fluid	Bulk gallons	30 gallons
Mobil Delvac Synthetic ATF	Transmission fluid **(must be Allison approved)**	55 gal. drum	5 drums or 275 gals.
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	Transmission fluid	110 lb. keg	2 kegs or 220 lbs.
76 Firebird 5W20 SN	Engine oil (gasoline)	Bulk gallons	500 gallons
76 Firebird 5W30 SN GFS	Engine oil (gasoline)	Bulk gallons	250 gallons
76 Firebird HD 15W40 CJ-4/SL	Engine oil (diesel)	Bulk gallons	2,000 gallons
Mobilube HD 85W140 EP-5	Differential oil	120 lb. kegs	1 keg or 120 lbs.
76 Multiplex Red 2 (grease in 35 lb. pails)	Grease	35 lb. pails	1 pail or 35 lbs.
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	Grease	120 lb. kegs	1 keg or 120 lbs.
76 Multiplex Red 2 (grease in 400 lb. drums)	Grease	400 lb. drums	3 drums or 1,200 lbs.

3) River Ridge Golf Course, 2501 North Ventura Road, Oxnard, CA 93036:

Fluid	Unit of Measure	Estimated Annual Volume	Container Capacity
Hydraulic Fluid – 1000 THF	Gallons	260 gallons	55 gallon drum*
Oil – 15W40, API, CJ-4	Gallons	260 gallons	120 gallon container*
100% Antifreeze – MSDS 210, Conventional Green Formula	Gallons	60 gallons	55 gallon drum*

***Container to be provided by Vendor.**

4) Wastewater Treatment Plant, 6001 Perkins Road, Oxnard, CA 93033:

Fluid	Estimated Annual Volume	Equipment
Oil – Pegasus 805*	3,000 gallons	Engineators
Oil – 410 NC*	110 gallons	EMD Generators
Oil – Delvac 1 ESP*	110 gallons	Vehicles
Oil – Delvac 1300 Super*	165 gallons	Vehicles
Oil – DTE 25*	550 gallons	Various Equipment
Oil – BB*	110 gallons	Angle Drives
Oil – Rarus 427*	55 gallons	Air Compressors
Oil – DTE Extra Heavy*	55 gallons	Gear Reducers
Oil – Gear Oil 634*	10 gallons	Gear Reducers/Hypoid Gears
Oil – DTE Light*	55 gallons	Bearing Boxes

***Mobil brand oils or equal to.**

Delivery Locations:

a) Environmental Resources: **111 Del Norte Blvd., Oxnard, CA 93030**
b) Fleet Services Corporate Yard and Environmental Resources Shop: **(Bays 6, 8, 15, 18) 1060 Pacific Avenue and Environmental Resources Shop (111 Del Norte Blvd.), Oxnard, CA 93030**
c) Ridge Golf Course: **2501 North Ventura Road, Oxnard, CA 93036**
d) Wastewater Treatment Plant: **6001 Perkins Road, Oxnard, CA 93033**

Delivery Requirements:

a) Vendor shall visit the Fleet Services Corporate Yard every other week to ascertain lubricant needs and schedule lubricant delivery in order to maintain tanks at least half full at all times.
b) Delivery slips for Corporate Yard deliveries shall specify bay numbers and corresponding fluids delivered.
c) With City sites other than the Corporate Yard, lubricants and antifreeze shall be ordered and delivered on an “as-needed” basis by means of a phone call or e-mail to the Vendor. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. Please contact City staff regarding City-observed holidays when facilities are closed.
d) Fluids shall be delivered in bulk (no drums) unless otherwise stated.
e) Vendor shall top off tanks when delivering fluids, regardless of quantity ordered.
f) All fluids require branded products or equal to.
g) Red Eye grease and Chevron 220 gear oil (or equal to) shall be delivered to Environmental Services.
h) Synthetic transmission fluid for Fleet Services shops shall be Allison-approved.
i) Mobil brand oils (or equal to) shall be delivered to the Wastewater Treatment Plant.

Billing:

a) Payment shall be made for quantities actually delivered and accepted, whether greater or less than ordered.
b) Vendor shall leave signed delivery slips with City staff or, in the absence of City staff, at an agreed-upon location.
c) Invoices shall detail the date, time, location of delivery, type of fluid, number of lbs./gallons/drums delivered, unit price and all taxes, fees and surcharges. For Corporate Yard deliveries, please add bay number(s) and corresponding fluid type(s) delivered.

Environmental Resources billing contact:

a) Invoices for lubricants delivered to Environmental Resources shall be sent electronically. The invoice shall be an attachment to e-mail in a format recognizable by the City’s computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by Environmental Resources no later than five (5) business days after delivery.
b) Billing address and contact: James Torrez, phone (805) 200-2215, email james.torrez@oxnard.org City of Oxnard, Environmental Resources Division, 111 Del Norte Boulevard, Oxnard, CA 93030.

Fleet Services Shops’ billing contact:

a) Invoices for lubricants delivered to Fleet Services shops (Corporate Yard and Environmental Resources Shop locations) shall be sent electronically. The invoice shall be an attachment to e-mail in a format recognizable by the City’s computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by the Fleet Services Division no later than five (5) business days after delivery.
b) Billing address and contact: Bill Birch, phone (805) 385-8080, email bill.birch@oxnard.org City of Oxnard, Fleet Services Division, 1060 Pacific Avenue, Bldg. 2, Oxnard, CA 93030.

River Ridge Golf Course billing contact:

a) Invoices for lubricants delivered to the River Ridge Golf Course shall be sent to Parks and Facilities Manager.
b) Billing address and contact: Art Gutierrez, phone (805) 385-7951, email art.gutierrez@oxnard.org, River Ridge Golf Course, 2401 West Vineyard Road, Oxnard, CA 93036.

Wastewater Treatment Plant billing contact:

a) Invoices for lubricants delivered to the Wastewater Treatment Plant shall be sent to Wastewater Maintenance Supervisor.
Billing address and contact: Jeff Palacio, phone (805) 271-2208, email jeff.palacio@oxnard.org, City of Oxnard, Wastewater Section, 6001 Perkins Road, Oxnard, CA 93033.

RATES AND COSTS EXHIBIT

Environmental Resources

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
1000 THF Hydraulic Fluid	TOTAL Dynatrans MP	100 gallons	$747.00
15W40 Engine Oil	TOTAL Rubia Optima 1100 15w40	100 gallons	$798.00
Red Eye Grease (**brand specific**)	LSC Red-I Grease #2	¼ drum	$336.60
Red Antifreeze 100%	TOTAL Coolef HDLL	10 gallons in 1-gallon containers	$733.20
Green Antifreeze 100%	TOTAL Coolelf GLS	10 gallons in 1-gallon containers	$524.88
Chevron 220 Gear Oil (**brand specific**)	Chevron Meropa 220	One (1) 5-gallon bucket (estimated annual usage)	$93.10

Fleet Services mechanic shops at (Corporate Yard and Environmental Resources)

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
76 Firebird AW Hyd 32	TOTAL Azolla Zs 32	Bulk gallons	$7,464.75
Mobil EAL 224H Hyd Oil	TOTAL Biohydran AW 32	55 gal. drum	$2,918.30
76 Super ATF D/M	TOTAL Fluid H 3 NA	Bulk gallons	$7.48
Mobil Delvac Synthetic ATF	Mobil Delvac Syn AFT 1	55 gal. drum	$10,112.85
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	TOTAL Transmission Syn SAE 50	110 lb. keg	$1,581.25
76 Firebird 5W20 SN	TOTAL Quartz 7000 Future XT 5w20	Bulk gallons	$1,896.68
76 Firebird 5W30 SN GFS	TOTAL Quartz 7000 Future XT 5w30	Bulk gallons	$517.28
76 Firebird HD 15W40 CJ-4/SL	TOTAL Rubia Optima 1100 15w40	Bulk gallons	$16,949.52
Mobilube HD 85W140 EP-5	TOTAL Transmission MDL NA 84w140	120 lb. kegs	$1,254.00
76 Multiplex Red 2 (grease in 35 lb. pails)	TOTAL Multis Complex ET 2	35 lb. pails	$194.60
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	TOTAL Multis Complex ET 2	120 lb. kegs	$1,228.80
76 Multiplex Red 2 (grease in 400 lb. drums)	TOTAL Multis Complex ET 2	400 lb. drums	$1,542.00

River Ridge Golf Course

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Hydraulic Fluid – 1000 THF	TOTAL Dynatrans MP	Gallon	$616.28
Oil – 15W40, API, CJ-4	TOTAL Rubia Optima 1100 15w40	Gallon	$7.98
100% Antifreeze – MSDS 210, Conventional Green Formula	TOTAL Coolelf GLS	Gallon	$264.28

***Container to be provided by Vendor.**

Wastewater Treatment Plant

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Oil – Pegasus 805*	TOTAL Nateria MH 40	Gallon	$37,876.05
Oil – 410 NC*	TOTAL Rubia G9 SAE 40	Gallon	$2,571.80
Oil – Delvac 1 ESP*	TOTAL Rubia Optima 1500 5w40	Gallon	$208.80
Oil – Delvac 1300 Super*	TOTAL Rubia Optima 1100 15w40	Gallon	$11.97
Oil – DTE 25*	TOTAL Azolla ZS 46	Gallon	$1,035.65
Oil – BB*	TOTAL Cirkan RO 220	Gallon	$11.41
Oil – Rarus 427*	TOTAL Dacnis 100	Gallon	$11.34
Oil – DTE Extra Heavy*	TOTAL Cirkan RO 150	Gallon	$11.26
Oil – Gear Oil 634*	TOTAL Carter EP 460	Gallon	$70.25
Oil – DTE Light*	TOTAL Cirkan RO 32	Gallon	$11.07

***Mobil brand oils or equal to.**

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

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

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

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

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

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

3. Vendor 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. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that 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-I.doc

Agreement No. **A-8135**

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$ \$
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$1,000,000 \$ \$ \$
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	\$ \$
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 \$1,000,000 \$1,000,000 \$1,000,000
A	**OTHER**					

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

CERTIFICATE HOLDER **CITY OF OXNARD** **Attn: Insurance Compliance** **Reference No._______** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

Agreement No. **A-8135**

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date ____________
☐ Occurrence

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ ____________		
☐ ____________		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: ____________
Address: ____________
Telephone: ( )____________

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.________
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ____________

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

Signature ____________
(original signature required)

Telephone: ( ) Date Signed ____________

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

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

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

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: ______________________________
Address:______________________________
____
Telephone: (   ) ______________________________

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.________
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ______________________________

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

Signature ____
(original signature required)

Telephone: (   ) Date Signed ____________________

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Agreement A-8135 with Conico MacValley, LLC - Delivery of Lubricants and Antifreeze to City Facilities

Public Works & Transportation Committee

April 23, 2019

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

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

> Approve and authorize the Mayor to execute Agreement A-8135 with Conico MacValley, LLC, (MacValley), for a term of three (3) years, for a total contract value not to exceed $356,100, to provide delivery of Lubricants and Antifreeze to City facilities for the Wastewater Division, Environmental Resources Division, Fleet Services Division and River Ridge Golf Course

BACKGROUND

- On December 4, 2018, the City posted a formal Request for Bid (RFB) No. PW 19-32 for delivery of lubricants and antifreeze to various City sites, RFB closed on December 27, 2018.
- Delivery of various product will support and maintain machinery, equipment and vehicles.
- Of the three (3) bidders that submitted bids, MacValley was the lowest responsible and responsive bidder.

DISCUSSION

- The current Purchase Order with Silvas Oil Company ends on June 30, 2019.

- Mac Valley will deliver lubricants and antifreeze to the following City Sites:

  - Lubricants and antifreeze to Environmental Resources, located at 111 Del Norte Boulevard
  - Lubricants to Fleet Services Shops located at 1060 Pacific Avenue and 111 Del Norte Boulevard
  - Lubricants and antifreeze to River Ridge Golf Course, located at 2401 West Vineyard Avenue
  - Lubricants to Wastewater Treatment Plant, located at 6001 Perkins Road

FINANCIAL IMPACT

- Funding will begin in Fiscal Year 2019/2020 and has been considered in the Budget process. The estimated annual cost per Division are as follows:

Division	FY 19/20	FY 20/21	FY 21/22	Grand Total
Wastewater	$49,000	$49,000	$49,000	$147,000
Environmental Resources	$8,500	$8,500	$8,500	$25,500
Fleet Services	$52,000	$52,000	$52,000	$156,000
River Ridge Golf Course	$9,200	$9,200	$9,200	$27,600
Agreement Total				**$356,100**

CITY OF OXNARD CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA	**PUBLIC WORKS AND TRANSPORTATION COMMITTEE** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: __4__**

DATE: April 23, 2019

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

SUBJECT: Award Contract A-8134 to Oilfield Electric Company for On-Call Electrical Repair, Maintenance and Replacement Services. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council award and authorize the Mayor to execute an agreement with Oilfield Electric Company (Agreement No. 8134) in the amount of $800,000 for On-Call Electrical Repair, Maintenance and Replacement Services for a three-year term.

BACKGROUND

The Public Works Department is comprised of multiple divisions including environmental resources; water; wastewater; recycled water; storm water; parks; special districts; facility maintenance; fleet; transportation; and engineering, all of which require non-scheduled or unplanned electrical repair and maintenance of facilities and infrastructure from time-to-time. In order to avoid regulatory non-compliance, public health and safety hazards, property and/or environmental damage, the work must be completed with urgency, requiring quick response from a contractor. To respond promptly to these unplanned infrastructure failures the Department requires an on-call contract with a qualified contractor or contractor team that has diverse technical capabilities and the ability to respond quickly to the City's needs.

The City does not have sufficient staff that can perform these services. The work under this agreement will be through task orders issued by a project manager prior to the start of any work.

DISCUSSION

On February 7, 2019 the City issued a Notice Inviting Formal Bids (NIFB) for the On-Call Electrical Repair, Maintenance and Replacement Services PW 19-54. The specific work for this project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide on-call electrical repair, maintenance and replacement services for a three year contract with a not-to-exceed amount of $800,000, per staff request. Only one bid was received and the project was rebid in an attempt to obtain more bids. The rebid NIFB was issued on February 28, 2019.

The bid requested rates and costs on a variety of services for the purpose of evaluation and these rates will be utilized in the final agreement, including aspects such as response time, hourly rates, and mark up on material costs. On March 15, 2019, the City received the two bids listed below based on the requested rates and costs (as more fully detailed in the attached Bid Tabulation).

Oilfield Electric Company:	$1,390.00
Taft Electric Company:	$2,195.06

The lowest bidder is Oilfield Electric Company and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from Oilfield Electric and 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). Staff has no reason at this time to believe that either the contractor or its subcontractor are not legally responsible, which means trustworthy, fit and capable to satisfactorily complete the Project. Additionally, Oilfield Electric has worked on other City contracts and their work has been completed in a professional and timely manner. Thus, staff recommends that the City Council award the contract to Oilfield Electric Company.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The work under this agreement will be through task orders issued by a project manager prior to the start of any work. All work to be performed will require the Department staff to verify and ensure funding availability prior to commencing.

Prepared by Renee Hatcher, Construction Project Coordinator

ATTACHMENTS

Attachment A - Agreement A-8134 with Oilfield Electric Company
Attachment B - Bid Tabulation

CITY OF OXNARD CONTRACT FOR
ON-CALL ELECTRICAL REPAIR, MAINTENANCE AND REPLACEMENT SERVICES PROJECT (REBID) SPECIFICATION NO. PW 19-54R

THIS CONTRACT ("Contract") is made and entered this ______ day of _____________, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and OILFIELD ELECTRIC COMPANY d.b.a. OILFIELD ELECTRIC & MOTOR ("Contractor"). Contractor's license number is 125250.

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. 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 On-Call Electrical Repair, Maintenance and Replacement Services Project (Rebid) Specification No. PW 19-54R ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term.

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, attached hereto as Exhibit "B" and incorporated herein by this reference, which in any case shall not exceed eight hundred thousand dollars ($800,000).

4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) 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.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

CITY OF OXNARD

______________________ __________

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

ATTEST:

______________________ __________

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

APPROVED AS TO FORM:

______________________ __________

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

OILFIELD ELECTRIC COMPANY d.b.a. OILFIELD ELECTRIC & MOTOR

______________________ __________

Alan Dale Fletcher, CEO[2] Date

______________________ __________

Jana Fletcher, Secretary Date

[1] The City Council must authorize and the Mayor must sign a public project agreement over $175,000 annually. The City Manager may authorize and sign any agreement up to $175,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to $100,000 annually. A Buyer may authorize and sign a public project agreement up to $25,000 annually.

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

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; 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-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(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 $2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

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

d. 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-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. A-8134
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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-G 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 Manage

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-G.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.
CODESUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER ASPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER **CITY OF OXNARD** **Attn: Insurance Compliance** **Reference No A-8134** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

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

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

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ ______________		
❒ ______________		

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.
Name: ______________
Address: ______________
____
Telephone: ( )

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   2.1 Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or
   2.2 If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._A-8134
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ ______________

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

Signature ______________
(original signature required)

Telephone: ( ) Date Signed ______________

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)

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:

2.1 Insurance Services Office Automobile Liability Coverage, Aoccurrence” form CA0001, code (Aany auto@); or

2.2 If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No A-8134
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ ______________________

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

Signature ______________________________

(original signature required)

Telephone: (   ) Date Signed ____________________

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 On-Call Electrical Repair, Maintenance and Replacement Services Project (Rebid) Specification No. PW 19-54R (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 a hundred percent (100%) of the total 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 in duplicate and dated, all 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 On-Call Electrical Repair, Maintenance and Replacement Services Project (Rebid) Specification No. PW 19-54R (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 a hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, 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 in duplicate and dated, all 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 B

CITY OF OXNARD

BID SHEETS FOR ON-CALL ELECTRICAL REPAIR, MAINTENANCE AND REPLACEMENT SERVICES PROJECT (REBID)
SPECIFICATION NO. PW 19-54R

Bidder's Name: Oilfield Electric Company

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	RATES			TOTAL OF RATES
	Non-Scheduled Urgent Repair Work	**Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour ****	**Hourly Rate Monday-Friday 5:01pm - 7:59am work begins within 1 hour ****	**Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour ****	
1	Foreman	$ 100 /hr	$ 140 /hr	$ 140 /hr	$ 380 /hr
2	Equipment Operator	$ 90 /hr	$ 90 /hr	$ 90 /hr	$ 270 /hr
3	Laborer	$ 90 /hr	$ 125 /hr	$ 125 /hr	$ 340 /hr
4	Superintendent	$ 0 /hr	$ 0 /hr	$ 0 /hr	$ 0 /hr
5	Service Truck	$ 30 /hr	$ 30 /hr	$ 30 /hr	$ 90 /hr
	Scheduled Repair and Maintenance Work	**Hourly Rate Monday-Friday 8:00am-5:00pm**			**Total of Rates**
27	Foreman	$ 100 /hr			$ 100 /hr
28	Equipment Operator	$ 90 /hr			$ 90 /hr
29	Laborer	$ 90 /hr			$ 90 /hr
30	Superintendent	$ 0 /hr			$ 0 /hr
32	Service Truck	$ 30 /hr			$ 30 /hr
				Total Amount	$ 1,390

** Work must being within that time period. 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: $ 1,390.00

BID PRICE IN WORDS: One thousand, three hundred, ninety dollars

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01		#05	
#02		#06	
#03		#07	
#04		#08	

Bidder's Name (Company): Oilfield Electric Company

Signature: Alan D Fletcher

Title: President

Print: Alan D. Fletcher

Date: 03/10/19

This is a tabulation of bid results, not an offer of award or contract. The City reserves the right to reject all bids.

On-Call Electrical Repair, Maintenance and Replacement Services Project (Rebid) PW 19-54R

Owner: City of Oxnard

Bids received March 15, 2019

		Oilfield Electric Company				Taft Electric Company			
		1801 N. Ventura Avenue Ventura, CA 93001				1694 Eastman Avenue Ventura, CA 93003			
		#1				#2			
ITEM NO.	DESCRIPTION	RATES			TOTAL OF RATES	RATES			TOTAL OF RATES
	Non-Scheduled Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm -7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **		Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm -7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **	
1	Foreman	$100	$140	$140	$380	$102.86	$147.50	$193.00	$443.36
2	Equipment Operator	$90	$90	$90	$270	$106.00	$153.00	$199.00	$458.00
3	Laborer	$90	$125	$125	$340	$86.92	$125.00	$163.00	$374.92
4	Superintendent	$0	$0	$0	$0	$110.50	$159.00	$207.00	$476.50
5	Service Truck	$30	$30	$30	$90	$9.00	$9.00	$9.00	$27.00
	Scheduled Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm			**Total of Rates**	Hourly Rate Monday-Friday 8:00am-5:00pm			**Total of Rates**
27	Foreman	$100			$100	$102.86			$102.86
28	Equipment Operator	$90			$90	$106.00			$106.00
29	Laborer	$90			$90	$86.92			$86.92
30	Superintendent	$0			$0	$110.50			$110.50
32	Service Truck	$30			$30	$9.00			$9.00
				Total Submitted:	$1,390			**Total Submitted:**	$2,195.06
				Total Verified:	$1,390			**Total Verified:**	$2,195.06

ON-CALL ELECTRICAL REPAIR, MAINTENANCE, AND REPLACEMENT CONTRACT TO OILFIELD ELECTRIC

Public Works and Transportation Committee

April 23, 2019

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council award and authorize the Mayor to execute Agreement A-8134 in the amount of $800,000 with Oilfield Electric Company for On-Call Electrical Repair, Maintenance and Replacement Services PW 19-54R.

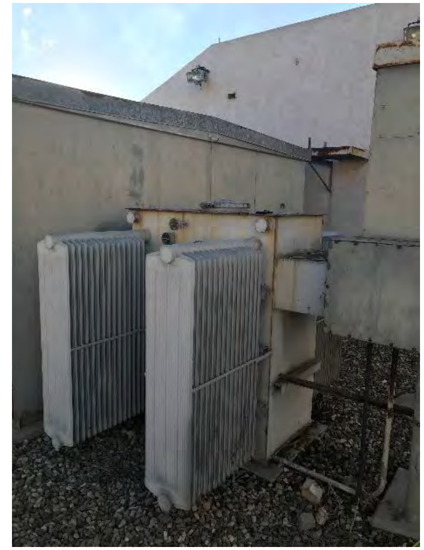
- On-Call Electrical Repair, Maintenance, and Replacement of electrical infrastructure and associated equipment.
- Covering the needs of all Public Works Divisions.
- To be used for non-scheduled urgent repair work and scheduled repair and maintenance work.
- $800,000 over a 3 year term.

BID SUMMARY

- Notice inviting formal bids published on February 28, 2019. Bids were received on March 15, 2019.
- 2 Total bids received.
  - Oilfield Electric
  - Taft Electric
- Oilfield Electric determined to be the lowest responsive bidder.

EXAMPLES OF PROJECTS

- Underground wiring repair and replacement.
- Panel failure
- Variable Frequency Drive failure
- Transformer replacement
- Transfer switch
- Electrical troubleshooting



QUESTIONS?