

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



AGENDA  
OXNARD CITY COUNCIL  
PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
Council Chambers, 305 West Third Street  
March 22, 2022  
**Regular Meeting - 8:30 to 10:00 PM**  
**(Temporary Time Change)**

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

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 881 9330 5949**
- 3. Passcode: 618546**

**If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the Mayor calls for public speakers, press \*9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.**

This meeting is being held in accordance with Assembly Bill 361, allowing members of the City Council, members of the public and staff to participate via teleconference.

Consistent with City policies imposed to promote social distancing, the facility where the City Council regularly meets is temporarily closed to the public. The public is encouraged to view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at [www.oxnard.org/city-meetings](http://www.oxnard.org/city-meetings).

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

**1. EMAILING COMMENTS OR REQUESTING TO SIGN UP TO SPEAK BEFORE THE MEETING**

- a. Submit an email to [cityclerk@oxnard.org](mailto:cityclerk@oxnard.org) no later than 3 p.m. on the day of the meeting (Please indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
- b. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at [www.oxnard.org/city-meetings](http://www.oxnard.org/city-meetings), emailing the City Clerk at [cityclerk@oxnard.org](mailto:cityclerk@oxnard.org), or calling the City Clerk at (805) 385-7803.

**2. PROVIDING PUBLIC COMMENTS DURING THE MEETING**

- a. To provide public comment without requesting to speak prior to the meeting, during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting.
- b. Public comments on agenda items shall be taken following the announcement of the item. After the item is announced, members of the public shall have three minutes to register or otherwise be recognized for the purpose of providing public comment. During this three-minute time period, public comments may be taken and the City Council or staff may discuss the item being considered or briefly respond to public comments.

Detailed participation instructions can be found at [www.oxnard.org/city-meetings](http://www.oxnard.org/city-meetings).

**In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing**

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: (Presentation / Committee Discussion / Public Comment)**

on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the March 8, 2022 regular meeting as presented.

Legislative Body: Public Works and Transportation Committee

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Purchase of Heavy Equipment from Quinn Company for the Public Works Department. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a purchase order with Quinn Company in the amount of \$539,307.22 for various heavy equipment for the Public Works Department.

Please click the following link to view the required Measure M pre-recorded presentation video:

[https://youtu.be/BsBDqje0y\\_g](https://youtu.be/BsBDqje0y_g)

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Second Amendment to Agreement 8795-19-PW to Casamar Group LLC for On-Call Labor Compliance Monitoring and Reporting Services. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8795-19-PW with Casamar Group, LLC in the amount of \$500,000 for a new not to exceed contract amount of \$1,000,000 with a three percent (3%) per year rate increase effective October 15, 2022 and to extend the term to October 14, 2025 for professional services for labor compliance monitoring.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/gEq1esbqiYA>

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Agreement A-8442 with Clean Earth Environmental Solutions, Inc. for the Collection, Removal, Transport, Recycling, and Disposal of Recyclable Household Hazardous Waste. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute Agreement A-8442 with Clean Earth Environmental Solutions, Inc. in an amount not to exceed \$750,000 for a three-year term; for the collection, removal, transport, recycling, and disposal of Recyclable Household Hazardous Waste (RHHW).

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/jJ62SZzAHSk>

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Review of City's proposed New Residential Curb Cut Policy to Enhance the Parking Availability in Residential Areas by Allowing Curb Cuts and Adding Off-street Parking on Residential Property. (0/15/15)

RECOMMENDATION: That the Public Works and Transportation Committee:

1. Receive a summary report on the City's existing and proposed curb cut policies;
2. Provide input on the proposed curb cut policies; and
3. Recommend that staff should present a formal updated curb cut policy to the City Council.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/KwXwS42Vtrc>

Contact: Vyto Adomaitis, Michael Wolfe, (805) 385-7882, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
AGENDA REPORT**

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

**DATE:** March 22, 2022

**TO:** Public Works and Transportation Committee

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

**SUBJECT:** Approval of Minutes.

**RECOMMENDATION**

That the Public Works and Transportation Committee approve the minutes of the March 8, 2022 regular meeting as presented.

**BACKGROUND**

Approval of Minutes.

**STRATEGIC PRIORITIES**

This agenda item is a routine operational item.

**FINANCIAL IMPACT**

There is no financial impact.

*Prepared by: Rose Chaparro, City Clerk*

**ATTACHMENTS**

1. MINUTES 03 08 2022 Public Works & Transportation

MINUTES  
OXNARD CITY COUNCIL  
PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
Regular Meeting  
MARCH 8, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

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

Staff members present in person were Alexander Nguyen, City Manager; Paul Early, Assistant City Attorney; and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Shiri Klima, Deputy City Manager; Michael Wolfe, Public Works Director; Steve Howlett, Assistant Public Works Director; Omar Castro, Water Division Manager; Jan Hauser, Wastewater Division Manager; Jeff Miller, Wastewater Infrastructure Manager; Steve McNaughten, Fire Marshal; and Steve Newman, Deputy Building Official.

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the February 22, 2022 regular meeting as presented.

*It was moved by Chair Perello, seconded by Member Lopez, to approve the Information/Consent item with one request for correction. VOTE: Lopez, Zaragoza, and Perello voted in favor; the motion carried 3-0.*

D. REPORTS

1. Public Works Department

SUBJECT: Agreement A-8436 with Howden Roots LLC, for Wastewater Blower Services. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following for a total of \$257,989.85 in project funds for wastewater blower maintenance and repair services:

1. Agreement A-8436 with Howden Roots LLC, in the amount of \$224,339 through a term of December 31, 2022; and
2. A 15% Project contingency in the amount of \$33,651.

Michael Wolfe, Public Works Director; Jan Hauser, Wastewater Division Manager; and Jeff Miller, Wastewater Infrastructure Manager answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

*It was moved by Member Lopez, seconded by Member Zaragoza, to approve the recommended action as*

presented. VOTE: Perello, Zaragoza, and Lopez voted in favor; the motion carried 3-0.

2. Public Works Department

SUBJECT: Report of Stormwater Diversion Into the Oxnard Wastewater Treatment Plant (OWTP) for Recycled Water Use. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee receive and file a report on the diversion of stormwater to the sanitary sewer for the purpose of increasing available source water for the Advanced Water Purification Facility (AWPF).

Jan Hauser, Wastewater Division Manager and Steve Newman, Deputy Building Official answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff. Report was received and filed. No formal action was required.

3. Public Works Department

SUBJECT: Agreement A-8443 to Oilfield Electric Company for On Call Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8443 with Oilfield Electric Company in the amount not to exceed \$750,000 for a three-year term for the On Call Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69.

Michael Wolfe, Public Works Director answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

4. Public Works Department

SUBJECT: Fire Hydrant Operations Report (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee receive and file the Fire Hydrant Operations report.

Omar Castro, Water Division Manager and Steve McNaughten, Fire Marshal answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff. Report was received and filed. No formal action was required.

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:45 p.m.

---

ROSE CHAPARRO

City Clerk

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BERT E. PERELLO

Chair



## PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.1

**DATE:** March 22, 2022

**TO:** Public Works and Transportation Committee

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

**SUBJECT:** Purchase of Heavy Equipment from Quinn Company for the Public Works Department. (0/5/5)

### RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a purchase order with Quinn Company in the amount of \$539,307.22 for various heavy equipment for the Public Works Department.

Please click the following link to view the required Measure M pre-recorded presentation video:

[https://youtu.be/BsBDqje0y\\_g](https://youtu.be/BsBDqje0y_g)

### BACKGROUND

The City of Oxnard's Public Works Department is requesting the purchase of five pieces of heavy equipment and two accessory pieces. These aged heavy equipment and accessories include: two skid steers, one skip loader, one cold planer, one compact loader, one diesel generator, and one damper bucket with grapppler. Purchase of the aforementioned heavy equipment and accessories will ensure safety, increase efficiency and reliability, and decrease the need for outside contractors and rental services. The heavy equipment will also meet updated regulations from the California Air Resources Board (CARB) as well as the Certified Unified Program Agency (CUPA).

### DISCUSSION

The seven pieces of heavy equipment and accessories will be procured using various Sourcwell cooperative agreements. As a Sourcwell cooperative member, the City of Oxnard (City) can take advantage of the nationwide competitive bidding process outcomes conducted by the Sourcwell Cooperative. Cooperative agreements 032119-CAT and 120617-CAT for heavy construction equipment with related accessories will be used for this purchase.

All heavy equipment being replaced through this purchase will be turned over to the Fleet Division where the equipment will be auctioned off to the highest bidder, or properly decommissioned. All new purchased equipment will be compliant with CARB emission requirements. For most of the new equipment, the expected delivery is by June 30, 2022. For Wastewater and Environmental Resources, the delivery will be delayed to Fiscal Year 2022-23 resulting from supply and shipping complications due to the pandemic.

### *Wastewater*

The Wastewater Division is requesting the replacement of a 1993 Skip Loader and a 2001 Skid Steer for use at the Wastewater Treatment Plant (OWTP), and a 2005 diesel generator for use at Lift Station 28. As part of daily operations at the Wastewater Division, staff use a skip loader and skid steer to perform various cleaning, loading, and maintenance projects throughout the plant and the sewer collection system. A skip loader is commonly used by staff to complete cleanup of the Activated Sludge Tanks, which consists of disposing of thousands of pounds of residuals. The skid steer is used to assist in manhole raising, manhole replacement, channel maintenance, and cleaning of the OWTP dumping area. The diesel generator is used at sewer lift station 28 as a backup power source. Should this lift station experience a power disruption, the generator ensures continuous operation and prevention of sanitary sewer overflow. Pursuant to State requirements, the existing wastewater skip loader and skid steer have been taken out of operation as of January 1, 2022, as they no longer meet the emission requirements set forth by the CARB. The existing generator at sewer lift station 28 is beyond its useful life, no longer efficient, and will no longer pass CUPA inspection.

### ***Streets***

The Streets Division is requesting the purchase of a compact track loader and of a cold planer for infrastructure maintenance utilization throughout the City. These two pieces of equipment will be replacements for the 2005 track loader and 2005 cold planer, which are outside of the emission requirements set forth by the CARB.

The compact track loader is used for daily street maintenance repairs to sidewalks, streets, alleys, beach sand and weed abatement cleanups. The track loader is a versatile piece of equipment for loading and unloading materials. This piece of equipment can also be used with multiple attachments that are necessary for maintenance repairs, such as forks, concrete breakers and a bucket. It can also be used with a cold planer.

The cold planer is designed for small paving jobs in residential and commercial applications, and it is primarily used to restore asphalt and concrete surfaces. The cold planer is ideal for milling imperfections before resurfacing, removing deteriorated pavement, removing traffic lane stripes and other various maintenance jobs.

### ***Environmental Resources***

The Environmental Resources Division is requesting the purchase of a skid steer and damper bucket with grapples for utilization at the Del Norte Material Recycling Facility. The existing John Deere skid steer machine, purchased in 2008, was put out of service on December 31, 2021 because it is beyond its useful life and falls outside of the emission requirements set forth by CARB. The skid steer machine plays a vital role in the daily operations at the Del Norte Recycling and Transfer Station. The machine assists in sorting material on the tipping floor, placing recycled material on the conveyor infeed for processing and assisting in the self-haul area.

Recently, the Del Norte Regional Transfer Station purchased six tipper trailers. Tipper trailers allow for quick and easy unloading at the landfill by using a tipper machine. While the use of tipper trailers is superior in terms of efficiency, there are occasions where they are found to be slightly overweight upon scaling out before leaving the Del Norte Facility. The purchase of the damper bucket with grapples will allow the 950 wheel loader to quickly reach into the tipper trailer if necessary and remove material until the desired weight is achieved. The damper bucket with grapples that we are requesting attaches to an existing 950 wheel loader and is the most cost-effective and timely way to ensure that the maximum weight of transfer trucks is not exceeded when exiting the facility en route to the landfill for disposal.

## **STRATEGIC PRIORITIES**

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and

natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

## FINANCIAL IMPACT

The total cost of this purchase order with Quinn Company shall not exceed \$539,307.22. There are sufficient appropriations in each of the respective funds in Public Works for this purchase.

| Item No.     | Equipment                           | Division                | Account           | Cost                |
|--------------|-------------------------------------|-------------------------|-------------------|---------------------|
| 1            | 415 IL Skip Loader                  | Wastewater              | 621-6205-891-8606 | \$107,465.90        |
| 2            | 262D3 Skid Steer                    | Wastewater              | 611-6103-891-8606 | \$70,646.95         |
| 3            | D80-8 Diesel Generator              | Wastewater              | 621-6205-891-8606 | \$92,080.32         |
| 4            | 289D3 Compact Loader                | Streets                 | 101-5704-803-8606 | \$120,168.35        |
| 5            | PC306 Cold Planer                   | Streets                 | 104-5704-803-8606 | \$33,764.81         |
| 6            | 262D3 Skid Steer                    | Environmental Resources | 631-6313-891-8606 | \$73,297.06         |
| 7            | WT-MWL Damper Bucket with Grapppler | Environmental Resources | 631-6313-891-8606 | \$41,883.83         |
| <b>Total</b> |                                     |                         |                   | <b>\$539,307.22</b> |

*Prepared by: Jan Hauser, Wastewater Division Manager, Todd Vasquez-Housley, Environmental Resources Division Manager, Brian Yanez, Assistant Public Works Director*

## ATTACHMENTS

1. (WW) 415 IL Skip Loader
2. (WW) 262D3 Skid Steer
3. (WW) D80-8 Diesel Generator
4. (Streets) 289D3 Compact Loader
5. (Streets) PC306 Cold Planer
6. (ER) 262D3 Skid Steer
7. (ER) Damper Bucket w/Grapppler
8. Presentation



148607-01

February 9, 2022

CITY OF OXNARD WASTE WATER TREATMENT PLANT  
ATTN ACCOUNTS PAYABLE  
6001 PERKINS RD  
OXNARD, California 93033-9047

Attention: CLIFF REILLY

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 415IL Backhoe Loader including standard and optional equipment as listed below.

**STOCK NUMBER:** 415IL SKIPLOADER      **SERIAL NUMBER:** NEW      **YEAR:** 2022      **SMU:** 2

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 90 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey  
Machine Sales Representative

One (1) New Caterpillar Inc. Model: 415IL Backhoe Loader including standard and optional equipment as listed below.

#### STANDARD EQUIPMENT

**BOOMS, STICKS, AND LINKAGES** -LOADER -- Single Tilt Loader -- Lift cylinder brace -- Self-leveling loader with single -lever control -- Return-to-dig -(automatic bucket positioner) -- Transmission neutralizer switch -- Bucket level indicator -

**POWERTRAIN** -- Cat C3.6, 55kw -EPA Tier 4 Final Certified Engine -EU Stage 5 Certified Engine with -aftertreatment -Net Power @ Rated (2200RPM) is 69HP -(51kW) -Gross Power @ Rated (2200RPM) is 74HP -(55kW) -- Water separator -- Thermal starting aid system -- Dry type axial seal air cleaner with -- Integral precleaner -- Automatic dust ejection system -- Filter condition indicator -- Hydraulically boosted multi-plate wet -disk brake with -- Dual pedals & Interlock -- Differential lock -- Drive-line parking brake -- Torque converter -- Four Wheel Drive -- Transmission-four speed manual shift -- Neutral safety switch -- Spin-on filters for -Fuel -Engine oil -Transmission oil -- Outboard Planetary Rear Axles -- Diesel Particulate Filter -- Hydrostatic power steering

**HYDRAULICS** -- Load sensing, variable flow system -with 35 gpm (132 L/min) axial piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Flow-Sharing Hydraulic Valves -- Hydraulic suction strainer

**ELECTRICAL** -- 12 volt electrical start -- 150 ampere alternator -- Horn, front and rear -- Backup alarm -- Hazard flashers/turn signals -- Halogen head lights (2) -- Halogen rear flood lights (2) -- Stop and tail lights -- Audible system fault alarm -- Key start/stop system -- 850 CCA maintenance free battery -- Battery disconnect switch -- External Power Receptacle (12v) -

**OPERATOR ENVIRONMENT** -- Interior rearview mirror -- Rear fenders -- ROPS canopy -- Foot throttle -- Mechanical suspension seat -- Coat Strap -- Lockable storage area -

**FLUIDS** -- Antifreeze - Extended Life Coolant --20F (-30C)

**OTHER STANDARD EQUIPMENT** -- Standard Storage Box -- Transport tie-down points -- Ground line fill fuel tank with -42.3 gal (160L) capacity -- Rubber impact strips on radiator -guard -- CD-ROM Parts Manual -- Safety Manual -- Operations and Maintenance Manual -- Lockable hood -- Tire Valve Stem Protection -

**MACHINE SPECIFICATIONS**

|                               |          |
|-------------------------------|----------|
| 415 07A IL BACKHOE LOADER     | 542-8000 |
| LANE 2 ORDER                  | 0P-9002  |
| HYDRAULICS, MP, 3FCN/5BNK     | 545-7229 |
| CANOPY                        | 545-7230 |
| WORKLIGHTS (4) LED LAMPS      | 491-6735 |
| SEAT BELT, 3" SUSPENSION      | 206-1748 |
| TIRES,12.5 80/16.9-24, GY/TI  | 464-9639 |
| COUNTERWEIGHT, 530 LBS        | 337-9695 |
| HITCH 3 POINT                 | 462-5281 |
| BUCKET-MP, 1.3 YD3, PO        | 337-7436 |
| CUTTING EDGE, TWO PIECE       | 9R-5321  |
| RIDE CONTROL                  | 558-8376 |
| INSTRUCTIONS, ANSI            | 596-7509 |
| SERIALIZED TECHNICAL MEDIA KI | 421-8926 |
| BEACON, MAGNETIC MOUNT, STROB | 433-0154 |
| PRODUCT LINK, CELLULAR, PLE64 | 560-6797 |
| BATTERY, HEAVY DUTY           | 516-5913 |
| COUNTERWEIGHT, 198 LBS        | 463-6939 |
| PACK, DOMESTIC TRUCK          | 0P-0210  |
| SHIPPING/STORAGE PROTECTION   | 461-6839 |
| RUST PREVENTATIVE APPLICATOR  | 462-1033 |

**WARRANTY & COVERAGE**

Standard Warranty: 12 Months Full Machine  
Extended Coverage: 36 MO/1500 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)  
CSA 36 Months / 1,500 Hours Parts Only (Includes SOS) (Quinn CVA)

**PAYMENT TERMS**

|                                                       |              |
|-------------------------------------------------------|--------------|
| LIST PRICE                                            | \$120,526.35 |
| SOURCEWELL DISCOUNT CITY OF OXNARD (-22%) #032119-CAT | -\$26,515.80 |
| SUBTOTAL                                              | \$94,010.55  |
| FREIGHT                                               | \$2,400.00   |
| PREP/PDI                                              | \$1,950.00   |
| Sub Total                                             | \$98,360.55  |
| Sales Tax (9.25%)                                     | \$9,098.35   |
| CA Tire Fee                                           | \$7.00       |
| TOTAL INVOICE                                         | \$107,465.90 |

**F.O.B/TERMS:**

Oxnard Earthmoving

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature





152859-01

February 9, 2022

CITY OF OXNARD WASTE WATER TREATMENT PLANT  
ATTN ACCOUNTS PAYABLE  
6001 PERKINS RD  
OXNARD, California 93033-9047

Attention: RAY TREVINO

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 262D3 Skid Steer Loader including standard and optional equipment as listed below.

**STOCK NUMBER:** NS0016467

**SERIAL NUMBER:** 0ZB204074

**YEAR:** 2022

**SMU:** 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 90 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey  
Machine Sales Representative

**One (1) New Caterpillar Inc. Model: 262D3 Skid Steer Loader including standard and optional equipment as listed below.**

#### **STANDARD EQUIPMENT**

**POWERTRAIN** -Cat C3.3B diesel engine --Gross horsepower per SAE J1349 -74.3 hp (55.4 kW) @ 2400 RPM --Electric fuel priming pump --Glow plugs starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Filter, cartridge type, hydraulic -Filters, canister type, fuel -and water separator -Radiator / hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -parking brakes -Hydrostatic transmission -Four wheel chain drive -

**HYDRAULICS** -ISO or H pattern controls: -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -transmission control

**ELECTRICAL** -12 volt electrical system -80 ampere alternator -Ignition key start/stop/aux switch -Lights: --Gauge backlighting --Two rear tail lights --Dome light -Backup alarm -Electrical outlet, beacon -

**OPERATOR ENVIRONMENT** -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised/operator out of seat --Engine coolant temperature --Engine oil pressure --Glow plug activation --Hydraulic filter restriction --Hydraulic oil temperature --Park brake engages --Engine emission system -Gauges: fuel level and hour meter -Storage compartment with netting -Ergonomic contoured armrest -Control interlock system, when operator -leaves seat or armrest raised: --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS cab, open, tilt up -Anti-theft security system w/6-button -keypad -FOPS, level I -Top and rear windows -Floormat -Interior rear view mirror -USB charging port -Horn -Hand (dial) throttle, electronic -

**FRAMES** -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (6) -Belly pan cleanout -Support, lift arm -Rear bumper, welded

**OTHER STANDARD EQUIPMENT** -Engine enclosure - lockable -Extended life antifreeze (-37C, -34F) -Work tool coupler -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Heavy duty flat faced quick disconnects -with integrated pressure release -Split D-ring to route work tool hoses -along side of left lift arm -Variable speed hydraulic cooling fan -Per SAE J818-2007 and EN 474-3:2006 and -ISO 14397-1:2007

**MACHINE SPECIFICATIONS**

|                                |          |
|--------------------------------|----------|
| 262D3 SKID STEER LOADER        | 512-4262 |
| LANE 2 ORDER                   | 0P-9002  |
| CAB PACKAGE, PRO PLUS          | 588-9089 |
| RIDE CONTROL                   | 556-5899 |
| BATTERY,HD,DISCONNECT, 850 CCA | 568-5602 |
| REAR LIGHTS                    | 356-6082 |
| DOOR, CAB, GLASS               | 539-8060 |
| SEAT BELT, 3"                  | 542-6995 |
| PRODUCT LINK, CELLULAR PL243   | 566-7115 |
| TIRES, 12/16.5 CAT 10PR        | 185-8666 |
| CERTIFICATION ARR, P65         | 563-1163 |
| INSTRUCTIONS, ANSI, USA        | 512-3741 |
| SERIALIZED TECHNICAL MEDIA KIT | 421-8926 |
| FILM, SELF LEVEL, ANSI         | 435-9238 |
| FILM, RIDE CONTROL, ANSI       | 422-3445 |
| COUNTERWEIGHT,MACHINE,EXTERNAL | 345-5148 |
| PACK, DOMESTIC TRUCK           | 0P-0210  |
| BUCKET-GP, 80", BOT            | 279-5378 |

**WARRANTY & COVERAGE**

Standard Warranty: 24 MONTHS / 2,000 HOURS FULL MACHINE  
Extended Coverage: 36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)  
CSA 36 MO / 1,500 HOURS PARTS ONLY (CFAS NAT'L OFFER)

|                                         |              |
|-----------------------------------------|--------------|
| LIST PRICE                              | \$76,113.00  |
| Extended Warranty                       | included     |
| Machine Delivery and Prep               | \$3,775.00   |
| SOURCEWELL DISCOUNT (21%) ID#032119 CAT | -\$15,222.60 |
| Net Balance                             | \$64,665.40  |
| Sales Tax (9.25%)                       | \$5,981.55   |
| AFTER TAX BALANCE                       | \$70,646.95  |

**F.O.B/TERMS: OXNARD**

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature



3500 Shepherd Street, City of Industry, California 90601  
Box 227044, Los Angeles, California 90022-0744

# QUOTATION

AWA13955-01

PAGE 1 of 8

DATE: 02-09-22  
Quotation Expires: 04-29-22

To: City Of Oxnard Waste Water

Attn. Cliff Reilly & Luis Ortega

Phone: 805-271-2209

Terms: Subject To Credit Approval

Special pricing under Sourcewell formally (NJPA) program

Caterpillar contract number Sourcewell 120617CAT  
Sourcewell formally (NJPA) Member I.D. number for  
City Of Oxnard 25781

Includes Caterpillar generator (Critical grade generator set)

Site Location: Oxnard, CA

(1) New Caterpillar Model **D80-8** Diesel Standby Generator Set  
**EPA Certified Tier 3 / UL2200 Listed & IBC Certified Generator Set**  
Rated **80 kW** with fan, 60 Hz, **Three phase, 277/480** volts at 1800 RPM.  
Generator includes standard equipment and accessories listed in the  
attached bill of material.

Pricing ..... Caterpillar List: \$62,053.20 Plus Tax  
..... Non Caterpillar Items: \$41,467.34 Plus Tax  
..... Total: \$103,520.54 Plus Tax

Sourcewell (Formally N.J.P.A.) Pricing .....: \$84,284.05  
Sale Tax (9.25%) Please confirm .....: \$7,796.27  
Total .....: \$92,080.32

**NOTE:** Delivery is estimated at 30 - 33 weeks upon receipt of written order, acceptance, approval, and/or release of equipment.



# QUOTATION

AWA13955-01

3500 Shepherd Street, City of Industry, California 90601  
Box 227044, Los Angeles, California 90022-0744

PAGE 2 of 8

DATE: 02-09-22  
Quotation Expires: 04-29-22

## Bill of Material Generator Set

Engine: Heavy duty Caterpillar industrial diesel engine  
Model C4.4, 4 cylinder, in-line, 4.4 liter engine

Governor: Electronic

Electrical: 12 vdc, energized to run shutdown solenoid  
Lead acid battery  
Battery rack and cable

Cooling: Radiator and cooling fan, 125 deg F  
Anti-freeze and corrosion inhibitor

Filtration: Dry air filters w/restriction indicator  
Fuel filters  
Full flow oil filters

Exhaust: Residential silencer, shipped loose on open units  
Installed inside enclosure on enclosed units

Alternator: Drip proof self excited, brushless  
Class H insulation  
Automatic, fully sealed, voltage regulator  
+/- 1.5% regulation

Baseframe  
:  
Fabricated steel base  
Lifting holes and anchor holes  
Circuit breaker stub up area

Coupling: Single bearing generator with flexible drive plate

Mounts: Anti-vibration mounting pads between engine and base frame

Guards: Fan, fan drive, alternator pulley and belt guards  
Radiator stone guard  
Exhaust manifold heat guard

Fuel Sys: Fuel supply and return lines terminated at base frame, NPT threads

Controls: Automatic start/stop control panel  
AC voltmeter, Ammeter, Frequency , tachometer  
Hour meter  
Coolant temperature gauge  
Oil pressure gauge  
Battery voltmeter  
Off/On/Auto switch  
Emergency stop button  
Phase selector switch  
Cycle crank timer  
Common fault alarm contacts



3500 Shepherd Street, City of Industry, California 90601  
Box 227044, Los Angeles, California 90022-0744

# QUOTATION

**AWA13955-01**

PAGE 3 of 8

DATE: 02-09-22  
Quotation Expires: 04-29-22

Shutdown: Fail to start  
High coolant temperature  
Low oil pressure  
Overspeed  
Wiring: AC and Dc wiring looms w/ multi pin connectors  
Circuit  
Brkr: UL listed molded case circuit breaker mounted in NEMA 1 enclosure  
Manuals: (1) set Operation and Maintenance, wiring diagrams, trouble shooting leaflets  
Tests: Factory load test, control and device checks  
Finish: Sheetmetal is degreased, phosphated and chromated with a polyester powder finish. Engine and alternator are cleaned and finished with a baked industrial high gloss polyurethane paint

## **Additional Optional Generator Set Equipment Included In Sale Quotation:**

### **Enclosure**

Panel viewing window  
Weather & sound attenuated enclosure (includes internal silencer system)  
Color (white) Level 2 Sound  
IBC certification wind  
External stop button

### **Circuit Breaker**

#### **250 Amp (Qty. 2)**

SUSE Bar & Label  
Auxiliary voltfree contacts

### **Generator**

Anti condensation heater  
Alternator size LC3114F  
Permanent magnet generator

### **Miscellaneous Accessories**

NFPA 110 Upgrade  
UL 2200 Listed Package Generator Set  
IBC Seismic Cert Of Compliance



3500 Shepherd Street, City of Industry, California 90601  
Box 227044, Los Angeles, California 90022-0744

# QUOTATION

**AWA13955-01**

PAGE 4 of 8

DATE: 02-09-22  
Quotation Expires: 04-29-22

## **Control System (Upgrade control panel EMCP 4.2B with options)**

Panel mounted alarm  
Volt free contacts  
Oil Temp gauge  
Overload alarm switch  
Ground fault relay  
I/O module (Shipped loose installed by others)  
Oil temperature gauge

## **Mounting Accessories**

Seismic vibration isolators

## **Fuel System**

UL listed sub base mounted fuel tank  
base (**24** hour capacity) with fuel alarms  
(low level / leak detected)  
5 gallon spill bucket  
12 foot vent extensions (standard vent)  
12 foot vent extensions (emergency vent)

## **Cooling System**

Coolant heater (High Efficiency)  
Low coolant level shutdown  
Coolant reservoir

## **Battery Charger**

Standard battery  
Battery charger

## **Miratech Passive DPF**

Installed on generator set  
**Subject to Ventura County APCD  
approval**

## **Documentation**



3500 Shepherd Street, City of Industry, California 90601  
Box 227044, Los Angeles, California 90022-0744

# QUOTATION

AWA13955-01

PAGE 5 of 8

DATE: 02-09-22  
Quotation Expires: 04-29-22

**UL 2200 listed package generator set**  
**IBC Seismic Certification of Compliance**  
**Operation and maintenance manual**  
**Factory test reports**

Standard test –Package generator set 0.8 PF  
Alternator test report  
PGS Test report @ 0.8 PF

**Shop prep**

**Standard Warranty**

**Delivery to jobsite**

**Includes stinger truck crane service**

**Standard (Field test) (standard field test)**

**First CVA service (Included in sale quotation)**

**Fire Marshal testing not included in sale quotation if required**

**Includes Disposal of existing generator set**

**PLEASE NOTE: No written specification's provided for quotation**

VERY IMPORTANT NOTE: As a supplier of equipment, Quinn Power Systems (QPS) disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, building or construction codes or use permits pertaining to buyers or buyers' client's, particular application of such equipment or any similar type of permit.

Special attention should be given to the requirements of the local Air Quality Management District (AQMD) rules, regulations and permit process. As an equipment supplier, QPS is proposing equipment to specifications as indicated herein. If additional equipment or engine modifications are required beyond the specifications as required by AQMD and Best Available Control Technology (BACT) guidelines, those items are not included. For example, South Coast AQMD Rule 1470 requires controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school. Unless specifically indicated in this proposal, compliance to this rule is the responsibility of others.

Ultra low sulfur fuel is required for particulate filters plus will be the required fuel starting in 2006.

When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as certified equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit.

Only those items listed are included. Not included is any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself.

If delivery is delayed by customer (Buyer) beyond original shipment date, purchase price is due 30 days after original shipment date and a hold charge of 1% per month (12% per annum) of the purchase price is due each month until delivery. Service charge of 1.5% per month (18% per annum) is applicable on any delinquent balance.



# QUOTATION

AWA13955-01

3500 Shepherd Street, City of Industry, California 90601  
Box 227044, Los Angeles, California 90022-0744

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DATE: 02-09-22  
Quotation Expires: 04-29-22

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to additional charges.

Terms and conditions of Caterpillar warranty apply. The Manufacturers' warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. QPSA is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery, additional costs should be anticipated. Additional costs might include, but not be limited to long term storage preparation, inspection charges, parts, service etc.

Terms of payment are net 30 days, no retentions; subject to credit approval. Per Company procedure, QPSA will file a California "Preliminary 20-day notice" applicable per Section 3097 of the California Civil Code.

Important conditions for export transactions. This transaction is for the sale of equipment only, as requested and as detailed in this proposal. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is the responsibility of proper application and installation, installation audits, sea trials (if applicable), installation materials and the installation itself. To ensure proper application, installation, and warranty integrity, you are encouraged to contact the receiving Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will QPSA be responsible for any such related costs.

## **TERMS AND CONDITIONS**

### **Acceptance of Order.**

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an officer of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer which are inconsistent with the prices, terms and conditions of this Quotation will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

### **Liability.**

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, resale or use of any products covered by or furnished under any order shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special or consequential damages.

Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer.

Fulfillment of any order accepted by Seller is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller.

### **Shipments.**

Unless otherwise specified, shipment dates are approximate. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment.



# QUOTATION

AWA13955-01

3500 Shepherd Street, City of Industry, California 90601  
Box 227044, Los Angeles, California 90022-0744

PAGE 7 of 8

DATE: 02-09-22  
Quotation Expires: 04-29-22

If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller may require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

## **Termination.**

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer.

## **Taxes.**

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, the Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

## **Patents.**

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing and gives the necessary authorization, information and assistance for the defense of such a claim.

## **Changes.**

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

## **Export Sales.**

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required.



3500 Shepherd Street, City of Industry, California 90601  
Box 227044, Los Angeles, California 90022-0744

# QUOTATION

**AWA13955-01**

PAGE 8 of 8

DATE: 02-09-22  
Quotation Expires: 04-29-22

The quotation provided herein is for information only, and is not a valid offer to sell unless signed by a Sales Representative of Quinn Power Systems and an officer of your Company in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. Quotation is good for 30 days, expires after that duration.

**Signature:** \_\_\_\_\_  
**Sales Representative:** Allen Abramovitch  
**Cell:** 805-431-3180  
**Office:** 805-485-2171  
**Submitted By:** Allen Abramovitch



**ACCEPTED BY:**

**Company:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_



154982-01

January 6, 2022

CITY OF OXNARD STREET DIV  
ATTN ACCOUNTS PAYABLE  
1060 PACIFIC AVE BLDG 2  
OXNARD, California 93030-7337

Attention: Alexander Hernandez

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 289D3 Compact Track Loader including standard and optional equipment as listed below.

**STOCK NUMBER:**      NEW      **SERIAL NUMBER:**      **YEAR:** 2022      **SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 60 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey  
Machine Sales Representative

**One (1) New Caterpillar Inc. Model: 289D3 Compact Track Loader including standard and optional equipment as listed below.**

## **Standard Equipment**

### **POWERTRAIN**

Cat C3.3B diesel engine  
 -Gross horsepower per SAE J1349  
 74.3 hp (55.4 kW) @ 2400 RPM  
 -Electric fuel priming pump  
 -Glow plugs starting aid  
 -Liquid cooled, direct injection  
 Air cleaner, dual element, radial seal  
 S-O-S sampling valve, hydraulic oil

Filter, cartridge type, hydraulic  
 Filters, canister type, fuel  
 and water separator  
 Radiator / hydraulic oil  
 cooler (side-by-side)  
 Spring applied, hydraulically released,  
 parking brakes  
 Hydrostatic transmission

### **UNDERCARRIAGE**

Dual flange front idler, single flange  
 Rear idler

Suspension - independent torsion axle(4)  
 Two speed motor

### **HYDRAULICS**

ISO or H pattern controls:  
 Electro/hydraulic implement control  
 Electro/hydraulic hydrostatic

transmission control  
 Speed sensor guarding

### **ELECTRICAL**

12 volt electrical system  
 80 ampere alternator  
 Ignition key start / stop / aux switch  
 Lights:  
 -Gauge backlighting

-Two rear tail lights  
 -Dome light  
 Backup alarm  
 Electrical outlet, beacon

### **OPERATOR ENVIRONMENT**

Operator warning system indicators:  
 -Air filter restriction  
 -Alternator output  
 -Armrest raised / operator out of seat  
 -Engine coolant temperature  
 -Engine oil pressure  
 -Glow plug activation  
 -Hydraulic filter restriction  
 -Hydraulic oil temperature  
 -Park brake engages  
 -Engine emission system  
 Gauges: fuel level and hour meter  
 Storage compartment with netting

leaves seat or armrest raised:  
 -Hydraulic system disables  
 -Hydrostatic transmission disables  
 -Parking brake engages  
 ROPS cab, open, tilt up  
 Anti-theft security system w/6-button  
 keypad  
 FOPS, Level I  
 Top and rear windows  
 Floormat  
 Interior rear view mirror  
 12V electric socket  
 Horn

Ergonomic contoured armrest  
Control interlock dystem, when operator

Hand (dial) throttle, electronic

## FRAMES

Lift linkage, vertical path  
Chassis, one piece welded  
Machine tie down points (6)

Belly pan cleanout  
Support, lift arm  
Rear bumper, welded

## OTHER STANDARD EQUIPMENT

Engine enclosure - lockable  
Extended life antifreeze (-37C, -34F)  
Work tool coupler  
Hydraulic oil level sight gauge  
Radiator coolant level sight gauge  
Radiator expansion bottle  
Cat ToughGuard TM hose

Heavy duty flat faced quick disconnects  
with integrated pressure release  
Split D-ring to route work tool hoses  
Along side of left lift arm  
Hydraulic demand cooling fan  
Per SAE J818-2007 and EN 474-3:2006 and  
ISO 14397-1:2007

**MACHINE SPECIFICATIONS**

|                                  |          |
|----------------------------------|----------|
| 289D3 COMPACT TRACK LOADER       | 512-4289 |
| LANE 3 ORDER                     | 0P-9003  |
| CAB PACKAGE, ULTRA               | 588-9134 |
| RUBBER BELT, 2 SPD, TF IDLERS    | 357-0240 |
| TRACK,RUBBER,450MM(17.7IN)BLCK   | 372-5790 |
| HYDRAULICS, PERFORMANCE, (H3)    | 512-4319 |
| CONTROL, ISO, PROP, WT           | 512-4115 |
| RIDE CONTROL                     | 556-5899 |
| BATTERY,HD,DISCONNECT, 850 CCA   | 568-5602 |
| LIGHTS, LED                      | 495-1671 |
| REAR LIGHTS                      | 356-6082 |
| ROPS, ENCLOSED WITH A/C (C3)     | 512-4195 |
| SEAT,AIR SUSPENSION,CLOTH,HEAT   | 536-9738 |
| DOOR, CAB, POLYCARBONATE         | 539-8061 |
| STANDARD RADIO(12V),BLUETOOTH    | 345-6180 |
| SEAT BELT, 3"                    | 542-6995 |
| DISPLAY, ADVANCED, LCD, CAMERA   | 416-9265 |
| FAN, COOLING, DEMAND             | 486-6957 |
| PRODUCT LINK, CELLULAR PL243     | 566-7115 |
| QUICK COUPLER, HYDRAULIC         | 512-3404 |
| CERTIFICATION ARR, P65           | 563-1163 |
| INSTRUCTIONS, ANSI, USA          | 512-3745 |
| SERIALIZED TECHNICAL MEDIA KIT   | 421-8926 |
| FILM,TWO SPEED W/HIGH FLOW XPS   | 568-4704 |
| ROTATING BEACON                  | 309-1325 |
| COUNTERWEIGHT,MACHINE,EXTERNAL   | 345-5148 |
| MOUNTING, FIRE EXTINGUISHER      | 563-7518 |
| FILM, SELF LEVEL, ANSI           | 435-9238 |
| FILM, RIDE CONTROL, ANSI         | 422-3445 |
| PACK, DOMESTIC TRUCK             | 0P-0210  |
| BUCKET-GP, 80", BOCE             | 279-5377 |
| <b>BU118 SWEEPER</b>             |          |
| <b>B8S HAMMER</b>                |          |
| <b>FORK ASSEMBLY – 48" TINES</b> |          |

**WARRANTY & COVERAGE**

Standard Warranty: 24 MONTHS / 2,000 HOURS FULL MACHINE  
Extended Coverage: 36 MO/3000 HR POWERTRAIN (Tier 4)  
CSA 36 MO / 1,500 HOURS PARTS ONLY (INCLUDES SOS) (QUINN CVA)

**\*\*SOURCEWELL CONTRACT #032119-CAT**

|                                |              |
|--------------------------------|--------------|
| LIST PRICE – 289D3             | \$107,774.00 |
| SOURCEWELL DISCOUNT (21%)      | -\$22,632.54 |
| LIST PRICE – B8S HAMMER        | \$14,656.00  |
| SOURCEWELL DISCOUNT (15%)      | -\$2,198.40  |
| LIST PRICE – BU118 SWEEPER     | \$8,009.00   |
| SOURCEWELL DISCOUNT (15%)      | -\$1,201.35  |
| LIST PRICE – FORK ASSEMBLY 48” | \$1,132.00   |
| SOURCEWELL DISCOUNT (15%)      | -\$169.80    |
| MACHINE PREP AND FREIGHT       | \$4,625.00   |
| NET BALANCE                    | \$109,993.91 |
| SALES TAX                      | \$10,174.44  |
| AFTER TAX BALANCE              | \$120,168.35 |

**F.O.B/TERMS:**

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature





153029-01

October 22, 2021

CITY OF OXNARD STREET DIV  
ATTN ACCOUNTS PAYABLE  
1060 PACIFIC AVE BLDG 2  
OXNARD, California 93030-7337

Attention: Alexander Hernandez

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: WT-SSL Work Tool including standard and optional equipment as listed below.

**STOCK NUMBER:**            **SERIAL NUMBER:**    NEW            **YEAR:**            **SMU:**

**CATERPILLAR PC306 COLD PALNER with WATER TANK**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey  
Machine Sales Representative

One (1) New Caterpillar Inc. Model: WT-SSL Work Tool including standard and optional equipment as listed below.

## STANDARD EQUIPMENT

**CONSIST NOTES:** -This price list consists of Work Tools -for all models of Skid Steer Loader, -Multi-Terrain Loader and Compact Track -Loader -216, 226, 228, 232, 236, 239, 242, -246, 247, 248, 249, 252, 256, 257, -259, 262, 267, 268, 272, 277, 279, -287, 289, 297 and 299. -This Price List is split into the -headings below: -AUGERS -AUGER BITS -AUGER BITS: TREE FLIGHT -AUGER BITS: ADAPTERS and EXTENSIONS -BACKHOES: BH130, BH150 - BH160 -BALE GRABS -BALE SPEARS -BLADES, ANGLE -BLADES, DOZER 6 WAY -BLADES, SMART GRADER -BROOMS: ANGLE -BROOMS: PICKUP -BROOMS: UTILITY -BRUSH CUTTERS -BUCKETS: GENERAL PURPOSE -BUCKETS: LOW PROFILE (DIRT) -BUCKETS: LIGHT MATERIAL -BUCKETS: MATERIAL HANDLING -BUCKETS: MIXING -BUCKETS: MULTI PURPOSE -BUCKETS: SKELETON -BUCKETS: UTILITY -BUCKET OPTIONS: TOOTH BARS -COLD PLANERS -COMPACTORS, VIBRATORY -CONVERSION KITS -CARRIAGES - FORKS / TINES -FORKS, UTILITY -INDUSTRIAL GRAPPLE FORKS -UTILITY GRAPPLE FORKS -INDUSTRIAL GRAPPLE BUCKETS -INDUSTRIAL GRAPPLE RAKES -UTILITY GRAPPLE BUCKETS -UTILITY GRAPPLE GROUP -HAMMERS -LANDSCAPE RAKES -LANDSCAPE TILLERS -MACHINE ATTACHMENTS -MATERIAL HANDLING ARM -MULCHERS -POWER BOX RAKES -WHEEL SAWS -SHEAR -SILAGE DEFACER -SNOW BLOWERS -SNOW PLOW -SNOW PUSHES, STRAIGHT -SNOW WINGS -SECTIONAL SNOW PUSHES -STUMP GRINDERS -TRENCHERS -DEMO CONTROL KIT -FOR NORTH AND SOUTH AMERICA -Orders will automatically transfer -from CMOPS to Antares Parts Ordering. -FOR THE REST OF THE WORLD -This price list is for REFERENCE ONLY. -Work Tool orders must be placed using -Antares Parts Ordering. -FOR JAPAN -Please access the usual regional -resources to obtain pricing information. -For BCP Attachment Product and -Application Support -1-866-963-3531, Option #1, Option #2 -E-mail: BCP\_Work\_Tools@Cat.com -For Order Management/Availability -Support -1-866-963-3531, Option #1, Option #1 -E-mail: -Cat\_Parts\_BCP\_Work\_Tools\_Support@Cat.com -IMPORTANT for EAC or EAEU Dealers: -(country codes: AM, BY, KY, KZ, RU) -Work tools that DO require certifica- tion for the EAEU market access and -WILL NOT be certified by Caterpillar: -Augers, Box Blades, Backhoe Attachm., -Bale Grabs, Brush cutters, Compact- -ors, Cold planners, Grapple buckets -Hydr.Couplers, Material handlng arm, -Mixing Bucket, Mulchers, Rakes, Power -Box Rakes, Tillers, Silage Defacers, -Snow Blowers, Stump Grinders, -Trenchers, V-Plow Blades, Wheel Saws -Above statement is NOT related to the -compatibility of those tools to machines

**MACHINE SPECIFICATIONS**

|                                |          |
|--------------------------------|----------|
| SKID STEER LOADER WORK TOOLS   | 0P-0096  |
| COLD PLANER, PC306, 42GAL TANK | 529-5791 |

**WARRANTY & COVERAGE**

Standard Warranty: 12 MONTHS FULL MACHINE

|                                                       |             |
|-------------------------------------------------------|-------------|
| LIST PRICE                                            | \$35,360.00 |
| Less Sourcewell Discount (15% Work Tools) #032119-CAT | -\$5,304.00 |
| Freight/Prep                                          | \$850.00    |
| Net Balance Due                                       | \$30,906.00 |
| Sales Tax (9.25%)                                     | \$2,858.81  |
| After Tax Balance                                     | \$33,764.81 |

**F.O.B/TERMS: Oxnard**

Accepted by Philip Schwieder 2/2/2022  
on

Signature



153466-01

February 9, 2021

CITY OF OXNARD - DEL NORTE RECYCLING  
ATTN JAMES TORREZ  
111 S DEL NORTE BLVD  
OXNARD, California 93030

Attention: Lupe Olguin

Dear Lupe,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 262D3 Skid Steer Loader including standard and optional equipment as listed below.

**STOCK NUMBER:** NEW **SERIAL NUMBER:** **YEAR:** 2022 **SMU:** 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 90 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey  
Machine Sales Representative

**One (1) New Caterpillar Inc. Model: 262D3 Skid Steer Loader including standard and optional equipment as listed below.**

#### **STANDARD EQUIPMENT**

**POWERTRAIN** -Cat C3.3B diesel engine --Gross horsepower per SAE J1349 -74.3 hp (55.4 kW) @ 2400 RPM --Electric fuel priming pump --Glow plugs starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Filter, cartridge type, hydraulic -Filters, canister type, fuel -and water separator -Radiator / hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -parking brakes -Hydrostatic transmission -Four wheel chain drive -

**HYDRAULICS** -ISO or H pattern controls: -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -transmission control

**ELECTRICAL** -12 volt electrical system -80 ampere alternator -Ignition key start/stop/aux switch -Lights: --Gauge backlighting --Two rear tail lights --Dome light -Backup alarm -Electrical outlet, beacon -

**OPERATOR ENVIRONMENT** -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised/operator out of seat --Engine coolant temperature --Engine oil pressure --Glow plug activation --Hydraulic filter restriction --Hydraulic oil temperature --Park brake engages --Engine emission system -Gauges: fuel level and hour meter -Storage compartment with netting -Ergonomic contoured armrest -Control interlock system, when operator -leaves seat or armrest raised: --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS cab, open, tilt up -Anti-theft security system w/6-button -keypad -FOPS, level I -Top and rear windows -Floormat -Interior rear view mirror -USB charging port -Horn -Hand (dial) throttle, electronic -

**FRAMES** -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (6) -Belly pan cleanout -Support, lift arm -Rear bumper, welded

**OTHER STANDARD EQUIPMENT** -Engine enclosure - lockable -Extended life antifreeze (-37C, -34F) -Work tool coupler -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Heavy duty flat faced quick disconnects -with integrated pressure release -Split D-ring to route work tool hoses -along side of left lift arm -Variable speed hydraulic cooling fan -Per SAE J818-2007 and EN 474-3:2006 and -ISO 14397-1:2007

**MACHINE SPECIFICATIONS**

|                                |          |
|--------------------------------|----------|
| 262D3 SKID STEER LOADER        | 512-4262 |
| LANE 3 ORDER                   | 0P-9003  |
| CAB PACKAGE, PRO               | 588-9087 |
| HYDRAULICS, PERFORMANCE, (H1)  | 512-4317 |
| CONTROL, ISO, PROP             | 512-4111 |
| POWERTRAIN, ONE SPEED          | 512-4176 |
| RIDE CONTROL                   | 556-5899 |
| BATTERY, HEAVY DUTY, 850 CCA   | 568-5606 |
| LIGHTS, LED                    | 495-1671 |
| REAR LIGHTS                    | 356-6082 |
| ROPS, ENCLOSED WITH A/C (C3)   | 512-4195 |
| SEAT, SUSPENSION, VINYL        | 532-7673 |
| DOOR, CAB, POLYCARBONATE       | 539-8061 |
| RADIO READY                    | 345-6175 |
| SEAT BELT, 3"                  | 542-6995 |
| DISPLAY, ADVANCED, LCD, CAMERA | 416-9265 |
| FAN, COOLING, DEMAND           | 486-6957 |
| PRODUCT LINK, CELLULAR PL243   | 566-7115 |
| TIRES, 33X6X11 CAT FLEX SOLID  | 252-0377 |
| QUICK COUPLER, HYDRAULIC       | 512-3404 |
| CERTIFICATION ARR, P65         | 563-1163 |
| INSTRUCTIONS, ANSI, USA        | 512-3741 |
| SERIALIZED TECHNICAL MEDIA KIT | 421-8926 |
| ROTATING BEACON                | 309-1325 |
| COUNTERWEIGHT,MACHINE,EXTERNAL | 345-5148 |
| MOUNTING, FIRE EXTINGUISHER    | 563-7518 |
| FILM, RIDE CONTROL, ANSI       | 422-3445 |
| PACK, DOMESTIC TRUCK           | 0P-0210  |
| BUCKET-IND. GR, 80", BOCE      | 217-6230 |

WARRANTY & COVERAGE

Standard Warranty: 24 MONTHS / 2,000 HOURS FULL MACHINE  
Extended Coverage: 36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)  
CSA 36 MO / 1,500 HOURS PARTS ONLY (CFAS NAT'L OFFER)

|                                         |               |
|-----------------------------------------|---------------|
| LIST PRICE                              | \$80,147.00   |
| Extended Warranty                       | Included      |
| Machine Delivery and Prep               | \$3,775.00    |
| Sourcewell Discount (21%) ID#032119-CAT | - \$16,830.87 |
| Net Balance                             | \$67,091.13   |
| Sales Tax                               | \$6,205.93    |
| AFTER TAX BALANCE                       | \$73,297.06   |

F.O.B/TERMS: Oxnard

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature



155629-01

February 9, 2022

CITY OF OXNARD - DEL NORTE RECYCLING  
ATTN JAMES TORREZ  
111 S DEL NORTE BLVD  
OXNARD, California 93030

Attention: JAMES TORREZ

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: WT-MWL Work Tool including standard and optional equipment as listed below.

**STOCK NUMBER:** NEW      **SERIAL NUMBER:**      **YEAR:**      **SMU:**

CUSTOM CAT TAMP BUCKET - 5.75YD

With Bolt On Cutting Edge

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 90 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey  
Machine Sales Representative

One (1) New Caterpillar Inc. Model: WT-MWL Work Tool including standard and optional equipment as listed below.

**MACHINE SPECIFICATIONS**

FUSION 119" 5.75 YD3 TAMP BUCKET WITH BOLT ON CUTTING EDGE

See Attached Specification Pictures

**WARRANTY & COVERAGE**

Standard Warranty: 12 MONTHS

|                                                    |             |
|----------------------------------------------------|-------------|
| LIST PRICE                                         | \$41,956.00 |
| SOURCEWELL DISCOUNT (15%) ID# 032119-CAT           | -\$6,293.40 |
| SUB TOTAL                                          | \$35,662.60 |
| FREIGHT/PREP/DELIVERY                              | \$2,675.00  |
| TOTAL                                              | \$38,337.60 |
| TAX                                                | \$3,546.23  |
|                                                    |             |
| TOTAL INVOICE CITY OF OXNARD – DEL NORTE RECYCLING | \$41,883.83 |

**PAYMENT TERMS**

Cash Invoice Terms

|                 |
|-----------------|
| CASH WITH ORDER |
| \$0.00          |

**F.O.B/TERMS:**

**ADDITIONAL CONSIDERATIONS**

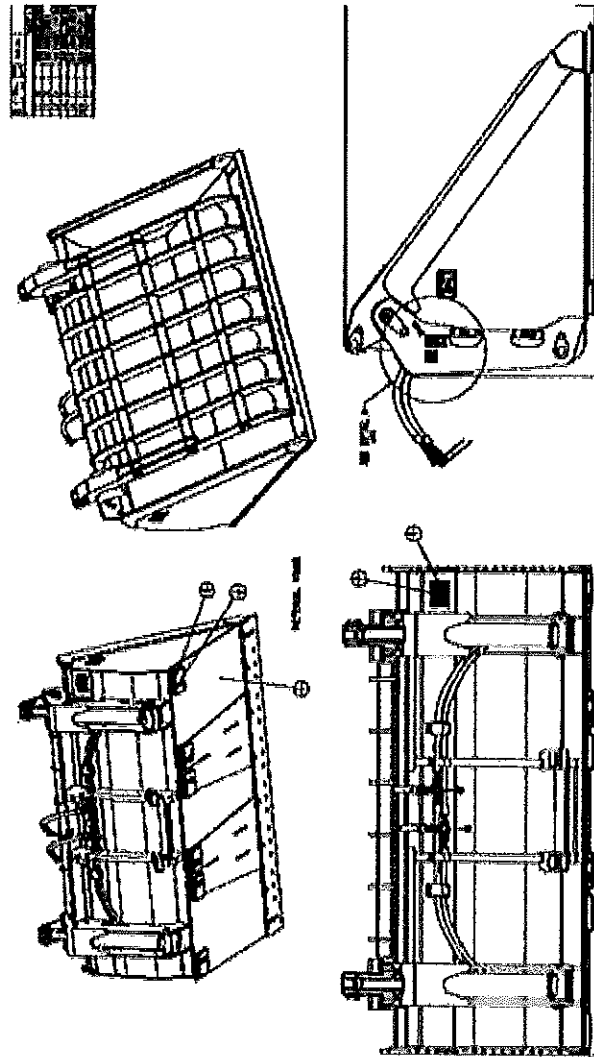
- Delivery is approx. 33 weeks from order

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

| Qty | Part Number | Machine | Description                                                   |
|-----|-------------|---------|---------------------------------------------------------------|
| 1   | 601-5803    | 950M    | FUSION 119" 5.75 yd3 (with BOCE) Tamp Bucke<br>Requires: BOCE |
| 1   | 309-1062    |         | EDGE GP-CUTTING                                               |

Freight does apply. Reference the GCI Work Tool Freight Policy.



# PURCHASE OF HEAVY EQUIPMENT FROM QUINN FOR PUBLIC WORKS DEPARTMENT

Public Works and Transportation Committee  
March 22, 2022

Jan Hauser, Wastewater Division Manager  
Todd Vasquez-Housley, Environmental Resources Manager  
Phil Schwieder, Streets Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a purchase order with Quinn Company in the amount of \$539,307.22 for various heavy equipment for the Public Works Department.

Public Works is purchasing five pieces of heavy equipment and two accessories to be compliant with updated emissions regulations from the California Air Resources Board (CARB)

Purchase of new equipment will:

- Ensure compliance with emission regulations
- Ensure safety
- Increase efficiency and reliability
- Decrease the need for outside contractors and rental services
- Meet updated regulations from the CARB

As a Sourcwell member, Oxnard can take advantage of the nationwide competitive bidding process outcomes conducted by the Sourcwell Cooperative

- Agreement 032119-CAT and 120617-CAT for heavy construction equipment with related accessories, attachments, and supplies will be utilized for these purchases



Skip Loader



Skid Steer



Diesel generator for lift station 28







Skid Steer



Damper Bucket with Grappler

- This purchase order for one-time purchases shall not exceed \$539,307.22
- Purchase will be funded using available appropriations

| Item No.     | Equipment                           | Division                | Account           | Cost                |
|--------------|-------------------------------------|-------------------------|-------------------|---------------------|
| 1            | 415 IL Skip Loader                  | Wastewater              | 621-6205-891-8606 | \$107,465.90        |
| 2            | 262D3 Skid Steer                    | Wastewater              | 611-6103-891-8606 | \$70,646.95         |
| 3            | D80-8 Diesel Generator              | Wastewater              | 621-6205-891-8606 | \$92,080.32         |
| 4            | 289D3 Compact Loader                | Streets                 | 101-5704-803-8606 | \$120,168.35        |
| 5            | PC306 Cold Planer                   | Streets                 | 104-5704-803-8606 | \$33,764.81         |
| 6            | 262D3 Skid Steer                    | Environmental Resources | 631-6313-891-8606 | \$73,297.06         |
| 7            | WT-MWL Damper Bucket with Grapppler | Environmental Resources | 631-6313-891-8606 | \$41,883.83         |
| <b>Total</b> |                                     |                         |                   | <b>\$539,307.22</b> |



# QUESTIONS



## PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.2

**DATE:** March 22, 2022

**TO:** Public Works and Transportation Committee

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

**SUBJECT:** Second Amendment to Agreement 8795-19-PW to Casamar Group LLC for On-Call Labor Compliance Monitoring and Reporting Services. (0/5/5)

### RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8795-19-PW with Casamar Group, LLC in the amount of \$500,000 for a new not to exceed contract amount of \$1,000,000 with a three percent (3%) per year rate increase effective October 15, 2022 and to extend the term to October 14, 2025 for professional services for labor compliance monitoring.

Please click the following link to view the required Measure M pre-recorded presentation video:  
<https://youtu.be/gEq1esbqiYA>

### BACKGROUND

The City requires on-call professional services through consultants for specialized services in order to complete various projects including labor compliance services. Due to the specialized work and the significant amount of active construction projects now and anticipated in the near-future, Public Works does not have the resources to dedicate solely to these services internally and therefore utilizes these outside service agreements on all construction projects.

The Professional Services under this On-Call Agreement is composed of task orders for each individual project. The scope of services shall include labor compliance monitoring consisting of the scope of services listed in the Scope of Services Exhibit attached hereto.

### DISCUSSION

The specific work for this Agreement includes On-Call Labor Compliance Monitoring Professional Services as described in the Scope of Services Exhibit in accordance with the Contract Documents.

The City Manager approved the original agreement with Casamar Group, LLC on October 15, 2019 in the amount of \$200,000. On July 20, 2021 City Council approved the First Amendment to increase the not to exceed contract amount to \$500,000. The current agreement will expire on October 14, 2022. Based on the projected amount of construction projects over the next 3-year period, as well as the current task orders that are encumbered against this Agreement and the upcoming expiration date of the contract, staff recommends extending the contract term for an additional three year period and increasing the not to exceed amount of the

contract to \$1,000,000.

Effective October 15, 2022 a three percent (3%) per year rate increase will become effective against the Costs and Rates Exhibit from the 2019 contract. The effective dates of the rate increase shall be October 15, 2022, October 15, 2023 and October 15, 2024.

## **STRATEGIC PRIORITIES**

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

## **FINANCIAL IMPACT**

The total cost for this Amendment with Casamar shall not exceed \$500,000 with a new not to exceed total of \$1,000,000 for labor compliance monitoring. Funding will be charged to a given project or funding source dependent upon the services performed by task orders. The respective Department/Project Manager will ensure sufficient funding is available in the City Council-approved operating budget or CIP project budget for related tasks prior to initiating task order or services performed.

*Prepared by: Tatiana Arnaout, City Engineer*

## **ATTACHMENTS**

1. Amendment No. 2 to Agreement 8795-19-PW
2. Agreement 8795-19-PW and First Amendment (Executed)
3. Presentation

## SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19 day of April, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Casamar Group, LLC ("Consultant"). This Second Amendment amends the Agreement entered into on October 15, 2019, by City and Consultant. The Agreement previously had been amended by a First Amendment on July 20, 2021.

City and Consultant agree as follows:

1. Item (5) of the Cover Page of the Agreement, the Agreement Ending Date "October 14, 2022" is hereby deleted and replaced with "October 14, 2025".
2. Item (6) of the Cover Page of the Agreement, the Total Agreement Amount Not to Exceed value of "\$500,000" is hereby deleted and replaced with "\$1,000,000".
3. Section 5. Compensation of the Agreement, is hereby replaced in its entirety to read as follows:

For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, as amended, 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 October 14, 2022. Effective October 15, 2022, a three percent (3%) per year rate increase will become effective. Effective dates of rate increases are: October 15, 2022, October 15, 2023 and October 15, 2024. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

4. The following Section 41 Iran Contracting Act Certification shall be added to the Agreement.

"In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public

Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.”

5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

**CITY OF OXNARD**

**CASAMAR GROUP, LLC**

☒ John C. Zaragoza, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager  
☐ Daniel Willhite, Purchasing Manager  
☐ [name], Buyer

\_\_\_\_\_  
 Joseph Garcia, President/ Owner<sup>2</sup> \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

<sup>1</sup> 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.

<sup>2</sup> The City requires the following for any contract:

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

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

**IRAN CONTRACTING ACT CERTIFICATION**  
**(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)**  
 Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

**OPTION No.1 – CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of \_\_\_\_\_ in the State of \_\_\_\_\_

**OPTION No.2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of \_\_\_\_\_ in the State of \_\_\_\_\_

## RATES AND COSTS EXHIBIT

| <b>Job Title</b>                            | <b>Task Description(s)</b>                                                                                            | <b>Hourly Rate</b> |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--------------------|
| Project Principal                           | <i>Project Team Executive Administration, oversight of final deliverables to Agency</i>                               | \$168.40           |
| Project Manager / Senior Compliance Officer | <i>Responsible for managing Project Team's execution of scope of service, maintaining schedule &amp; budget</i>       | \$145.10           |
| Compliance Analysts                         | <i>Responsible for reviewing and auditing payroll &amp; related labor law records</i>                                 | \$72.60            |
| DBE/WBE Coordinator                         | <i>Responsible for ensuring contractor compliance with DBE &amp; Title VI requirements</i>                            | \$88.03            |
| CDBG "Section 3" Compliance Analyst         | <i>Responsible for ensuring compliance with HUD Section 3 new/local hire requirements including federal reporting</i> | \$72.60            |

**AGREEMENT FOR PROFESSIONAL SERVICES  
COVER PAGE**

- (1) Agreement Start Date: October 15, 2019
- (2) Consultant: CASAMAR GROUP, LLC
- (3) Services: Compliance Monitoring and Reporting Services
- (4) Schedule of Services: N/A
- (5) Agreement Ending Date: October 14, 2022
- (6) Total Agreement Amount: \$200,000
- (7) City's Project Manager: Tatiana Arnaout, Acting City Engineer
- (8) Consultant's Project Manager: Joe Garcia
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

*FOR CONSULTANT:*

23335 Alamos Lane  
Newhall, CA 91321  
Attn: Joe Garcia

*FOR CITY:*

305 W. Third Street  
East Wing, 3<sup>rd</sup> Floor  
Attn: Tatiana Arnaout

- (11) Contact Emails:

*CONSULTANT'S PROJECT  
MANAGER:*

[jgarcia@casamargroup.com](mailto:jgarcia@casamargroup.com)

*CITY'S PROJECT MANAGER:*

[tatiana.arnaout@oxnard.org](mailto:tatiana.arnaout@oxnard.org)

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☐ Schedule of Services Exhibit
- ☒ Insurance Exhibit (INS-B)

## AGREEMENT FOR PROFESSIONAL SERVICES

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

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

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

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

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

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

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

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant 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 Consultant and City in this Agreement or in a binding amendment thereto.

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

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

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

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

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

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

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

**16. Hold Harmless, Defense and Indemnity.**

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

**18. Documents and Materials.**

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

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

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

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

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

#### 19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or 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 Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

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

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

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

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language,

physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

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

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

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

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

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

28. 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.

29. 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.

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

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

32. 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.

33. 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.

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

35. 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.

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

37. 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.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

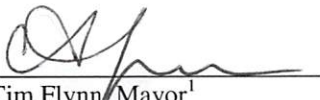
39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. 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.

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**

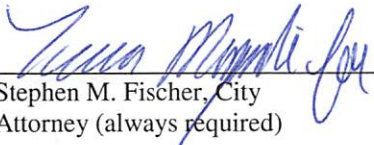
**CASAMAR GROUP, LLC**

|                                                                                                                                                                                                                                      |                                                                                                    |                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Tim Flynn, Mayor <sup>1</sup><br><input checked="" type="checkbox"/> Alexander Nguyen, City Manager<br><input type="checkbox"/> Lisa Boerner, Purchasing Manager<br><input type="checkbox"/> [name] , Buyer | <br>_____<br>Date | _____<br>Joeseeph Garcia, Manager <sup>2</sup><br>_____<br>Date |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|

ATTEST:

|                                                      |       |
|------------------------------------------------------|-------|
| n/a                                                  | _____ |
| Michelle Ascencion, City Clerk (only if Mayor signs) | Date  |

APPROVED AS TO FORM:

|                                                                                                                                           |               |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <br>Stephen M. Fischer, City Attorney (always required) | _____<br>Date |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------------|

<sup>1</sup> 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.

<sup>2</sup> The City requires the following for any contract:

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

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

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**

**CASAMAR GROUP, LLC**

☐ Tim Flynn, Mayor<sup>1</sup> \_\_\_\_\_ Date  
☒ Alexander Nguyen, City Manager  
☐ Lisa Boerner, Purchasing Manager  
☐ [name] , Buyer

 Digitally signed by Joe Garcia  
DN: cn=Newhall, st=CA, c=US,  
o=Casamar Group, LLC, cn=Joe  
Garcia  
Date: 2019.10.14 09:06:52 -0700  
 \_\_\_\_\_  
 Joseph Garcia, Manager<sup>2</sup> 10/14/2019  
 Date

**ATTEST:**

\_\_\_\_\_  
 n/a  
 Michelle Ascencion, City Clerk (only if Mayor signs) \_\_\_\_\_ Date

**APPROVED AS TO FORM:**

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

<sup>1</sup> 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.

<sup>2</sup> The City requires the following for any contract:

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

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

## SCOPE OF SERVICES EXHIBIT

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. Projects will include, but not be limited to, public buildings, housing, public work infrastructure and such other facilities as may be required. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Prepare materials for and attend pre-bid and pre-construction conferences to explain labor standards requirements to contractors. Provide technical assistance to contractors, as needed, to aid in completion of payroll forms.
2. Provide the most current and applicable wage determination information and provide this to the City for each contract.
3. Establish and maintain payroll files in conformance with standards established by the City and grantor agencies.
4. Review certified payroll records, confirming the accuracy of those records and verify compliance of all federal and state required forms and submittals. Notify prime contractor and City of any deficiencies in wages, overtime compensation, incomplete or inaccurate records and/or incomplete statements of compliance. Follow up on delinquent payrolls and wage underpayment in accordance with grant agency and City requirements. Provide technical assistance to contractors, as needed, to assist in completion of payroll forms.
5. Assist the City with contractors' applications for progress payments.
6. Monitor receipt of documents required by federal grant agencies, e.g. certificate of employee authorization and statement of fringe benefits and apprentice programs.
7. Conduct site visits which will include field interviews with all contractors and subcontractors, observation reports and photos. Verify interview results against submitted payrolls. Site visits to be made at random, without providing prior notification to contractor or subcontractors.
8. Investigate complaints and perform audits as needed, communicating with complainants, contractors and other agencies.
9. Provide DBE/WBE and other Disadvantaged Business Enterprise Programs verification reports upon the request of the City.
10. Provide Title VI verification and reports upon the request of the City.
11. Review labor standard provisions of contract specifications upon the request of the City.
12. Provide technical assistance and training of City staff to perform monitoring functions as may be requested.
13. Prepare periodic report on status of labor compliance documents as requested.
14. Meet with grantor agency and other government representatives and be prepared to respond to compliance issues, as needed. Provide team support to ensure timely response to request for on-site support and compliance monitoring.
15. Provide information on how any fees, fines and penalties that may be levied against any contractor or subcontractor by any federal, state or local agency as a result of these monitoring services is administrated by your firm. Immediately inform City of changes or developments regarding issues of federal or state compliance.

16. Provide team support within geographic location to ensure timely response to requests for on-site support and compliance monitoring.
17. Provide final report and all documentation to the City for storage upon project closeout.
18. Additional professional services offered by Consultant.

## RATES AND COSTS EXHIBIT

| <b>Job Title</b>                            | <b>Task Description(s)</b>                                                                                            | <b>Hourly Rate</b> |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--------------------|
| Project Principal                           | <i>Project Team Executive Administration, oversight of final deliverables to Agency</i>                               | \$168.40           |
| Project Manager / Senior Compliance Officer | <i>Responsible for managing Project Team's execution of scope of service, maintaining schedule &amp; budget</i>       | \$145.10           |
| Compliance Analysts                         | <i>Responsible for reviewing and auditing payroll &amp; related labor law records</i>                                 | \$72.60            |
| DBE/WBE Coordinator                         | <i>Responsible for ensuring contractor compliance with DBE &amp; Title VI requirements</i>                            | \$88.03            |
| CDBG "Section 3" Compliance Analyst         | <i>Responsible for ensuring compliance with HUD Section 3 new/local hire requirements including federal reporting</i> | \$72.60            |

## INSURANCE EXHIBIT

Exhibit INS-B

### INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

City of Oxnard  
Insurance Compliance  
Reference No. 8795-19-PW  
P.O. Box 100085 – OX  
Duluth, GA 30096  
Via Email: [cityofoxnard@ebix.com](mailto:cityofoxnard@ebix.com)  
Via Fax: 678-259-1007

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

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

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

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

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

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

INS-B.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

## PRODUCER

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

CODE SUB-CODE

## COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY  
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY  
LETTER B

## COVERAGES

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

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

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

### CERTIFICATE HOLDER

**CITY OF OXNARD**  
**Attn: Insurance Compliance**  
**Reference No. 8795-19-PW**  
**P.O. Box 100085 – OX**  
**Duluth, GA 30096**  
**Via Email: [cityofoxnard@ebix.com](mailto: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



[illegible]

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 20 day of July, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Casamar Group, LLC ("Consultant"). This First Amendment amends the Agreement entered into on October 15, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the Total Agreement Amount Not to Exceed of "\$200,000" is hereby deleted and replaced with "\$500,000."
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]



Agreement No. 8795-19-PW

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

CITY OF OXNARD

CASAMAR GROUP, LLC

- ☒ John C. Zaragoza, Mayor<sup>1</sup> Date  
☒ Alexander Nguyen, City Manager  
☐ Daniel Willhite, Purchasing Manager  
☐ [name], Buyer

Joseph Garcia, Manager<sup>2</sup> President/Owner Date

05/12/2021

Date

ATTEST:

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

APPROVED AS TO FORM:

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

<sup>1</sup> 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.

<sup>2</sup> The City requires the following for any contract:

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

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

# Second Amendment to Agreement 8795-19- PW to Casamar Group LLC for On-Call Labor Compliance Monitoring and Reporting Services

Public Works and Transportation Committee  
March 22, 2022

Tatiana Arnaout, PE  
City Engineer

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8795-19-PW with Casamar Group, LLC in the amount of \$500,000 for a new not to exceed contract amount of \$1,000,000 with a three percent (3%) per year rate increase effective October 15, 2022 and to extend the term to October 14, 2025 for professional services for labor compliance monitoring.

- City requires on-call professional services through consultants for specialized services in order to complete various projects including labor compliance services
- Scope of services includes labor compliance monitoring
- Due to the specialized work and the significant amount of active construction projects now and anticipated in the near-future, Public Works does not have the resources to dedicate solely to these services internally and therefore utilizes these outside service agreements on all construction projects

- City Manager approved the original agreement with Casamar Group, LLC on October 15, 2019 in the amount of \$200,000
- On July 20, 2021, City Council approved the First Amendment to increase the not to exceed contract amount to \$500,000
- Current agreement will expire on October 14, 2022

- Based on the projected amount of construction projects over the next 3-year period, as well as the current task orders that are encumbered against this Agreement and the upcoming expiration date of the contract, staff recommends extending the contract term for an additional three year period and increasing the not to exceed amount of the contract to \$1,000,000
- Effective October 15, 2022 a three percent (3%) per year rate increase will become effective against the Costs and Rates Exhibit from the 2019 contract. The effective dates of the rate increase shall be October 15, 2022, October 15, 2023 and October 15, 2024

- Total cost for this Amendment with Casamar shall not exceed \$500,000 with a new not to exceed total of \$1,000,000 for labor compliance monitoring
- Funding will be charged to a given project or funding source dependent upon the services performed by task orders
- Respective Department/Project Manager will ensure sufficient funding is available in the City Council-approved operating budget or CIP project budget for related tasks prior to initiating task order or services performed



# QUESTIONS



## **PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT**

### **REPORTS AGENDA ITEM NO. D.3**

**DATE:** March 22, 2022

**TO:** Public Works and Transportation Committee

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

**SUBJECT:** Agreement A-8442 with Clean Earth Environmental Solutions, Inc. for the Collection, Removal, Transport, Recycling, and Disposal of Recyclable Household Hazardous Waste. (0/5/5)

### **RECOMMENDATION**

That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute Agreement A-8442 with Clean Earth Environmental Solutions, Inc. in an amount not to exceed \$750,000 for a three-year term; for the collection, removal, transport, recycling, and disposal of Recyclable Household Hazardous Waste (RHHW).

Please click the following link to view the required Measure M pre-recorded presentation video:  
<https://youtu.be/jJ62SZzAHSk>

### **BACKGROUND**

Regulations from the California Department of Resources Recycling and Recovery (CalRecycle) and the California Department of Toxic Substances Control require that household hazardous waste material that is collected at permitted facilities such as the City of Oxnard's Del Norte Regional Recycling and Transfer Station (Del Norte) be continuously processed and removed from the premises within 90 days of collection, or the facilities are subject to fines or penalties. Processing includes separation of incompatible materials and manifesting (documenting) accordingly. Once collected, the material must then be conveyed to a permitted facility by a permitted transportation method. Del Norte has been using a third party vendor for the removal, transportation, recycling, and disposal of household hazardous waste since opening in 1996. This agreement will replace the current Agreement which will expire on May 7, 2022.

RHHW includes products that contain corrosive, toxic, ignitable, or reactive ingredients that can be recycled. Such products include water and oil based paints, liquid cleaners, solvents, absorbent waste, motor oils and oil filters, antifreeze, automobile batteries, household batteries, aerosols, propane tanks and non-propane tanks, and fluorescent bulbs that contain potentially hazardous ingredients requiring special care. All of the aforementioned items are accepted at the Del Norte Buy Back Center at no cost to Oxnard residents with no appointment required. The Buy Back Center is located at the Del Norte Regional Recycling Center located at 111 South Del Norte Boulevard, Oxnard, and it is open Tuesday through Saturday from 9:00 AM – 3:00 PM.

### **DISCUSSION**

On December 15, 2021, the Purchasing Department released Request for Bid PW 22-68 for Collection and Transportation of Recyclable Household Hazardous Waste (RFB). The RFB was advertised on the City of

Oxnard website, and the Public Purchase website. A total of 33 firms received the bid notification, and five firms responded with bids by the January 19, 2022, deadline. After review of submitted bids, Clean Earth Environmental provided the lowest cost for collection and transportation for RHHW that is collected at the Del Norte Buy Back Center. Clean Earth Environmental has been found to meet all City required contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. The following bid results is the summation of the per unit cost for all products requested for collection and transportation:

| <b>Vendor</b>                  | <b>Bid Results Per Unit Cost For All Products</b> |
|--------------------------------|---------------------------------------------------|
| Clean Earth Environmental      | \$6,836.20                                        |
| Patriot Environmental Services | \$8,054.20                                        |
| Clean Harbors Environmental    | \$8,711.37                                        |
| Black Gold Industries          | \$11,592.05                                       |
| USA Waste of California        | \$15,068.71                                       |

The City aims to reflect the waste disposal hierarchy established by the State of California in its programs as much as possible. This hierarchy calls for source reduction and reuse first, then recycling and reclamation whenever feasible. Environmentally sound incineration and hazardous waste landfill disposal are considered the least desirable options. This item supports the City's efforts to recycle, process, treat, minimize, and consolidate as much RHHW as possible prior to final disposal, and provides the certificates and documentation needed to comply with local laws and State regulations.

Based upon the available information and research on Clean Earth Environmental, the contractor is capable of satisfactorily providing the services for the collection and transportation of RHHW.

## **STRATEGIC PRIORITIES**

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

## **FINANCIAL IMPACT**

The total cost of this agreement with Clean Earth Environmental Solutions shall not exceed \$750,000 for a three-year term through May 7, 2025. There is no minimum monthly retainer fee nor minimum volume guarantee for services rendered by Clean Earth. The City will be charged for volumes of RHHW collected based on agreed upon pricing set forth in the contract for each type of RHHW collected. There are sufficient funds available in the City Council approved Environmental Resources Operating Budget for Fiscal Year 2021-22 in the amount of \$45,000 for the collection and transportation of RHHW. Future year allocations will be requested each year during the budget process.

**Clean Earth Environmental Solutions  
Spending Plan**

| <b>FUND</b>                                 | <b>FY 2021-22</b> | <b>FY 2022-23</b> | <b>FY 2023-24</b> | <b>FY 2024-25</b> | <b>TOTAL</b> |
|---------------------------------------------|-------------------|-------------------|-------------------|-------------------|--------------|
| Environmental Resources - 631-6301-842-8209 | \$45,000          | \$250,000         | \$250,000         | \$205,000         | \$750,000    |

*Prepared by: Brian Yanez, Assistant Public Works Director, Todd Vasquez-Housley, Environmental Resources Division Manager*

#### **ATTACHMENTS**

1. A-8442 Clean Earth Environmental Solutions, Inc.
2. Presentation

**AGREEMENT FOR TRADE SERVICES  
COVER PAGE**

- (1) Agreement Start Date: May 8, 2022
- (2) Vendor: Clean Earth Environmental Solutions, Inc.
- (3) Services: Vendor shall provide all labor, materials, and equipment for the collection, removal, transport, recycling, and disposal containment of Recyclable Household Hazardous Waste (RHHW). The Vendor shall collect, remove, and transport RHHW from the Del Norte Regional Recycling and Transfer Station (Del Norte) to recycling disposal areas per the Scope of Services Exhibit
- (4) Schedule of Services: On-call schedule for the collection, removal, transport, recycling, and disposal containment of RHHW.
- (5) Agreement Ending Date: May 7, 2025
- (6) Total Agreement Amount: \$750,000
- (7) City's Project Manager: Todd Vasquez-Housley, Environmental Resources Division Manager
- (8) Vendor's Project Manager: Luis Perez, Project Manager and Jennifer Wagner, HHW Account Manager
- (9) Insurance Coverage: INS- I (Includes Pollution Legal Liability)
- (10) What wages are required for this Project?

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

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

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

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

- (11) Addresses for Notice:

*FOR VENDOR:*

Clean Earth Environmental Solutions, Inc.  
2490 West Pomona Blvd.  
Pomona, CA 91768  
Attn: Luis Perez, Project Manager  
Jennifer Wagner, HHW Account Manager

*FOR CITY:*

City of Oxnard - Environmental Resources  
111 South Del Norte Blvd.  
Oxnard, CA 93030  
Attn: Todd Vasquez-Housley, Division Manager

- (12) Contact Emails:

*VENDOR'S PROJECT MANAGER:*

Luis Perez, [lperez@harsco.com](mailto:lperez@harsco.com)  
Jennifer Wagner, [jwagner@harsco.com](mailto:jwagner@harsco.com)

*CITY'S PROJECT MANAGER:*

Todd Vasquez-Housley, [toddvhousley@oxnard.org](mailto:toddvhousley@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:

- |                                                                  |                                                                                              |
|------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Scope of Services Exhibit    | <input checked="" type="checkbox"/> Living Wage Policy Exhibit                               |
| <input checked="" type="checkbox"/> Rates and Costs Exhibit      | <input type="checkbox"/> Prevailing Wages Exhibit                                            |
| <input checked="" type="checkbox"/> Schedule of Services Exhibit | <input checked="" type="checkbox"/> Insurance Exhibit (INS-I with Pollution Legal Liability) |

## AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: [invoices@oxnard.org](mailto:invoices@oxnard.org).
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered

appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

c. In the event of a final adjudication where an indemnitee is found to have been proportionately negligent, the indemnitee shall reimburse the indemnitor for their proportional share of such liability.

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

17. Documents and Materials.

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

and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

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

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

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

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

18. Confidentiality of Information.

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

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to

restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

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

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage

Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a “governmental decision” as described in Title 2, Section 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.

42. Limitation of Liability. In no event shall Vendor be liable under this agreement to City or any third party for consequential, indirect, incidental, liquidated, exemplary, punitive, or enhanced damages, lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this (Agreement), regardless of (a) whether such damages were foreseeable, (b) whether or not it was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

[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**

**CLEAN EARTH ENVIRONMENTAL  
SOLUTIONS, INC.**

☒ John C. Zaragoza, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager  
☐ , Purchasing Manager  
☐ , Buyer

\_\_\_\_\_  
David Stanton, President \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Melinda Rath, Senior Vice President,  
Sales and Customer Service \_\_\_\_\_ Date \_\_\_\_\_

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

APPROVED AS TO FORM:

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

<sup>1</sup> 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.

## SCOPE OF SERVICES EXHIBIT

**Hazardous Waste Transportation:** The Vendor shall load Recyclable Household Hazardous Waste (RHHW) designated for shipment (i.e., full drums, cubic yard boxes, etc), into Vendor's truck. Vendor shall be licensed with the State of California Department of Toxic Substances Control and must have all necessary federal, state, and local permits and approvals. Vendor's drivers, vehicles and equipment used to transport program hazardous waste shall be certified for use in handling and transportation of hazardous waste.

The Vendor shall transport all RHHW to pre-designated recycling, treatment or disposal facilities in accordance with federal, state, and local laws and regulations. These facilities shall be licensed by the resident state and the United States Environmental Protection Agency. Facilities that are located within the State of California must be approved by the State Department of Toxic Substances Control.

Non-conforming RHHW may be rejected by Vendor. Title, risk of loss and all other incidents of ownership to non-conforming RHHW shall remain at all times with the City (the generator). RHHW shall be considered non-conforming if it is not properly packaged or labeled, or has constituents, characteristics or properties not disclosed on the Waste Profile. The City shall pay Vendor for the handling, transporting, storing and caring for and, if applicable, disposing of such non-conforming RHHW. Notwithstanding anything to the contrary, the City shall be responsible for any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Contractor may hereafter incur, or pay out arising out of or related to non-conforming RHHW.

**Manifesting:** At Vendor's expense, manifests, bills of lading and markings shall be pre-printed with generator information and the Department of Transportation (D.O.T) description. City staff will review drum markings, labels, and manifests prior to signing manifest and shipping RHHW. Vendor is responsible for providing proper D.O.T. placard of vehicle at time of shipment.

Vendor shall efficiently and correctly complete a manifest of materials complying with, and satisfying requirements such as:

- California Code of Regulations, Title 22
- Code of Federal Regulations, Title 40 and Title 49
- California Department of Toxic Substance Control
- U.S. EPA permitted disposal facility requirements for receiving hazardous materials
- Certified Unified Program Agency

**Weighing RHHW:** The Vendor shall weigh all RHHW. The net weight shall be listed on all manifests and bills of lading and included on all required reports, including CalRecycle Form 303 (excluding tare weight i.e., poly drums, pallets, cylinders, etc) as provided by scale having current certification as appropriate and necessary.

**RHHW Destination Facilities:** Vendor shall provide a list of facilities that accept RHHW for reclaiming or recycling disposal. Vendor shall include disposal site name, mailing and facility address and phone number, and types of RHHW accepted at each facility. Vendor shall list all necessary operation permits, indicate the permit status for each facility, and number of violations for the past three (3) years. During the term of the Agreement, if the Vendor substitutes any facility on the list, Vendor shall notify the City within thirty (30) days and provide the Project Manager with the new facility information. The City reserves the right to audit or inspect any of the listed facilities to ensure facility compliance.

The Vendor shall warrant that Vendor-owned, or approved for use, storage treatment/disposal facilities are currently licensed and permitted at time of receipt of City's RHHW. In the event that a storage/treatment facility has lost its permitted status during the term of the Agreement, the Vendor shall promptly notify the City of such loss and work in good faith with the City to secure appropriate disposal capacity through other facilities. The Vendor shall disclose its ownership or financial interest in any storage, treatment or disposal facility proposed or used by the City.

**RHHW Management Preferences:** The Vendor shall follow, in order of preference, the City's RHHW management preferences for recycling options: (1) reuse, (2) recycling, (3) energy recovery, (4) treatment, (5) incineration, and/or (6) landfill/stabilization. The Vendor shall recycle RHHW whenever feasible. The City aims to reflect the waste disposal hierarchy

established by the State of California in its programs as much as possible. This hierarchy calls for source reduction and reuse first, and then recycling and reclamation whenever feasible. Environmentally sound incineration and hazardous waste landfill disposal are considered the least desirable options. It is the City's desire to recycle, process, treat, minimize, and consolidate as much RHHW as is possible prior to shipment for final disposal. Recycling, energy recovery, and treatments are preferred methods of disposal because they are less likely to result in long-term liability.

The Vendor shall recycle easily recyclable materials and demonstrate that efforts are made to recycle more difficult materials. The City will be responsible for using the abovementioned selected methods of disposal for each waste stream. In the event RHHW is not managed in accordance with the City's selected recycling methods the Vendor shall pay liquidated damages in the amount of one thousand (\$1,000) dollars per 55 gallon drum.

**Certificates and Documentation:** The Vendor shall provide appropriate documentation, certificates and records as required by applicable federal, state, and local laws and regulations and the City. All documentation shall be completed clearly, correctly and legibly. Copies of any manifest attachments shall be provided to the Project Manager at the time of transport. Documentation submittals for all work shall include but not be limited to:

- Bills of lading or non-hazardous waste manifests
- Hazardous waste manifests and continuations sheets
- Labpack inventory sheets
- Certificates of decontamination, disposal and/or recycling
- Monthly and annual Form 303
- Event summary reports

Appropriate copies of the documentation listed above shall be furnished to the City's Project Manager at the time of waste shipment or at a time mutually agreed upon in writing by the City and Vendor.

If required by the City's Project Manager, the Vendor shall provide reconciliation of manifest and a letter of explanation for any shipping or manifest discrepancies.

The Vendor shall furnish closed originals of all uniform (non-hazardous) waste manifests, signed by a duly authorized representative of the receiving treatment, storage, and disposal facility, to the City's Project Manager within forty-five (45) calendar days of RHHW shipment.

At all times during the transportation, storage, and disposal of RHHW managed under this Agreement, the Vendor shall know the location, condition, and status of each item managed. Upon request, the Vendor shall make this information available in written progress reports to the City's Project Manager. The progress reports shall include a listing of items removed, referenced by identification and uniform hazardous waste manifest numbers. The reports shall contain a description of the location and status of RHHW on the date of the progress report.

**Reporting:** The Vendor shall complete CalRecycle Form 303 for each fiscal year and submit the completed form to the City each September 30th. The Vendor shall provide the information through electronic mail in a format approved by the City. The Vendor shall also provide quarterly reports including tables and charts depicting the amounts and types of RHHW categories collected and management methods of materials collected. Vendor shall provide certificates of receipt or provide certificates when available.

**Spill Prevention and Clean Up:** The Vendor shall only use methods, equipment and practices required by all federal, state, and local laws and regulations as well as industry recommended and approval methods, equipment and practices to ensure that no discharges, releases, spills or leakage occurs during the loading, transportation, storage and disposal of RHHW managed under this Agreement.

In the event of a discharge, release, spill or leakage of RHHW during loading, transportation, storage or disposal of wastes, the Vendor shall take immediate action to protect human health and the environment. At no expense to the City, the Vendor shall be fully responsible for the remediation and clean up any such discharge, release, spill, or leakage, in accordance with all applicable federal, state and local laws and regulations.

Should any accident or incident occur that results in any discharge, release, spill or leakage, the Vendor shall notify the City's Project Manager by telephone or in person as soon as practicable, after the immediate emergency measures have been undertaken. The Vendor shall notify and report the event to the appropriate regulatory or emergency response agencies, as required under federal, state, and local laws and regulations.

At its discretion, the City may decide the actions to be taken, should any discharge, release, spill or leakage of RHHW occur during loading and/or transportation activities on City property. The Vendor shall compensate the City for any costs incurred for response to any discharge, release, spill or leakage of RHHW occurring on City property during unloading vehicles, loading, packaging and/or transportation activities caused by the Vendor's negligence. If requested by the City, the Vendor shall furnish the City's Project Manager with a detailed written report describing any discharge, release, spill, or leakage of hazardous wastes during transportation, storage, or disposal of RHHW.

The Del Norte Station RHHW Drop-Off Center takes place outdoors. The Vendor shall protect the collection area from any runoff of residual materials, or spills.

**Regulatory Requirements:** The Vendor is responsible for keeping up to date on all regulations pertaining to the management of RHHW. The Vendor must be thoroughly knowledgeable on the requirements of the Department of Resources Recycling and Recovery (CalRecycle) programs such as the Battery and Paint Stewardship Acts and regulations and policies relating to the environmentally sound management and recycling of RHHW.

**Monthly Invoice:** Vendor shall send a monthly invoice to City for Vendor's cost of loading, transport and delivery of RHHW to licensed and permitted recycling centers. The monthly invoice shall itemize types, quantities and unit cost of RHHW and dates of service. The invoice shall include all labor, supervision, equipment, materials, supplies, fees, permits, transportation, and any other cost directly or indirectly relating to the work. City shall pay Vendor within thirty (30) days of receiving monthly invoice.

**Safety Practices:** Vendor shall follow all City operational and safety practices while providing service at the Del Norte Facility. Vendor shall comply with all City policies, procedures and practices regarding traffic safety and the wearing of personal protective equipment such as hard hats, safety-vests, safety glasses, gloves, and safety footwear.

**Household Battery Collection:** Once a month, or as requested by the Project Manager, Vendor shall pick-up batteries from collection points at satellite locations within the City, such as City Hall, the Public Safety Building, the Municipal Service Center, the Corporate Yard and other buildings and facilities owned and operated by the City as requested by the Project Manager, once a month, or as needed.

**RATES AND COSTS EXHIBIT**

| <b>Containerized Waste Service</b>          | <b>Type of Container</b> | <b>Price Per Container</b> |
|---------------------------------------------|--------------------------|----------------------------|
| 4' Fluorescent Bulb                         | Per Box of 37            | \$35.15                    |
|                                             | Per Bulb                 | \$0.95                     |
| 8' Fluorescent Bulb                         | Per Box of 37            | \$35.15                    |
|                                             | Per Bulb                 | \$0.95                     |
| Metal Halide Bulb                           | Per Bulb                 | \$2.50                     |
| Oil Based Paint Waste                       | 55 gallon drum           | \$195.00                   |
| Water Based Paint Waste                     | 55 gallon drum           | \$195.00                   |
| Mixed Solvent/Sludge Waste                  | 55 gallon drum           | \$145.00                   |
| Absorbent Waste                             | 55 gallon drum           | \$150.00                   |
| Aerosols Cans                               | 55 gallon drum           | \$195.00                   |
| Mixed Household Cleaner Waste               | 55 gallon drum           | \$275.00                   |
| Antifreeze                                  | 55 gallon drum           | \$115.00                   |
| Mixed Alkaline Batteries Waste              | 15 gallon drum           | \$75.00                    |
| Used Oil,                                   | 55 gallon drum           | \$145.00                   |
| Drained Oil Filters                         | 55 gallon drum           | \$115.00                   |
| Propane Cylinders Camping Stoves            |                          | \$15.00                    |
| Natural Gas Propane Tanks                   | 5 to 15 gallon tank      | \$25.00                    |
| Misc. Non Propane Gas Tanks                 |                          | CBC                        |
| Vacuum Truck Service                        | Hour Rate                | \$250.00                   |
| Oily Water/Clarifier Pit Waste 10-30% Solid | Per Gallon               | \$1.25                     |
| Acid-Lead Batteries                         | Auto                     | \$0.03 per pound           |
|                                             | Motorcycle               | \$0.15 per pound           |
|                                             | Computer                 | \$0.15 per pound           |
| Toxic liquid generic profile                | 55 gallon drum           | \$295.00                   |

|                                                                  |                                                    |          |
|------------------------------------------------------------------|----------------------------------------------------|----------|
| Toxic solid generic profile                                      | 55 gallon drum                                     | \$250.00 |
| Flammable solid generic profile                                  | 55 gallon drum                                     | \$395.00 |
| Paint related material com. pack                                 | Cubic Yard Box                                     | \$830.00 |
| Aerosols (non-foaming)                                           | Cubic Yard Box                                     | \$750.00 |
| Fuses, road flares                                               | Per Pound                                          | \$5.25   |
| Lighters                                                         | 15 gallon drum                                     | \$175.00 |
| Non-Resource Conservation and Recovery Act solid generic profile | 55 gallon drum                                     | \$150.00 |
| Hydrogen peroxide lab pack                                       | 5 gallon drum                                      | \$150.00 |
| Compact fluorescent bulbs                                        | 55 gallon drum                                     | \$275.00 |
| Fire extinguishers                                               | Each                                               | \$25.00  |
| Organic peroxide lab pack                                        | Per Pound                                          | \$6.00   |
| Sharps containers                                                | 15 gallon drum                                     | \$195.00 |
| Sharps containers                                                | 55 gallon drum                                     | \$375.00 |
| Non-Polychlorinated biphenyls ballasts                           | 15 gallon drum                                     | \$375.00 |
| Polychlorinated biphenyls ballasts                               | 15 gallon drum                                     | CBC      |
| Oxygen cylinder, medium                                          | Each                                               | \$50.00  |
| Acetylene cylinder, large                                        | Each                                               | CBC      |
| Helium cylinder, 5 gallon                                        | Each                                               | \$25.00  |
| Methylacetylene (propyne) and propadiene gas, medium             | Each                                               | CBC      |
| Carbon dioxide cylinder, medium                                  | Each                                               | \$25.00  |
| Non-Resource Conservation and Recovery Act Liquids lab pack      | 55 Gallon Drum                                     | \$150.00 |
| Lithium ion batteries, non-universal                             | 5 gallon drum (10 pound minimum) Mail back program | \$ 75.00 |

|                                                 |                                                    |          |
|-------------------------------------------------|----------------------------------------------------|----------|
| Ni-cad batteries, dry, universal waste          | 5 gallon drum (10 pound minimum) Mail back program | \$ 96.00 |
| <b>Labor Charges for specialized service</b>    |                                                    |          |
| Chemist for any repacking of drums              | Per Hour                                           | \$65.00  |
| Technician for any repacking of drums           | Per Hour                                           | \$51.00  |
| Driver for any loading time greater than 1 hour | Per Hour                                           | \$50.00  |
| Hazardous Characterization of unknowns          | Each                                               | \$50.00  |
| <b>Supply Charges</b>                           |                                                    |          |
| 55 gallon poly drum, new                        | Each                                               | \$82.00  |
| 30 gallon poly drum, new                        | Each                                               | \$60.00  |
| 15 gallon poly drum, new                        | Each                                               | \$60.00  |
| 5 gallon poly drum, new                         | Each                                               | \$30.00  |
| Cubic yard box                                  | Each                                               | \$75.00  |
| Vermiculite, 3 cubic yard                       | Each                                               | \$45.00  |
| 4 foot fluorescent barrels (slide-top)          | Each                                               | \$30.00  |
| 8 foot fluorescent barrels (slide-top)          | Each                                               | \$40.00  |
| 4 foot straight fluorescent tube boxes          | Each                                               | \$30.00  |
| 8 foot straight fluorescent tube boxes          | Rach                                               | \$40.00  |

In case of any discrepancy between the cost per unit and the extended amount, the cost per unit shall prevail; but, if the amount set forth as an cost per unit amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

### **SCHEDULE OF SERVICES EXHIBIT**

Vendor shall provide Services during scheduled business hours Monday through Saturday from 8:00 a.m. to 4:00 p.m. on an on-call basis upon the request of the City. Vendor shall return service calls or emails within twenty-four (24) hours of the initial call or email from the City. Vendor shall schedule the collection of RHHW for transport and delivery to a specialized recycling center within forty-eight (48) hours of the initial call or email upon request.

The City does not guarantee Vendor any minimum or maximum amount RHHW that the City and Vendor agree to in this Agreement. City shall provide access to Vendor for loading RHHW into their transport vehicle. Vendor shall be excused for delays from causes beyond their control. The denial of Services by the Vendor may be interpreted as nonperformance and breach of the Agreement.

# INSURANCE EXHIBIT

Exhibit INS-I

## INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS WITH CONTRACTORS POLLUTION LIABILITY)

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. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

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.

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](mailto: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.

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.

# 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      | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE<br><input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. |               |                                  |                                   | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG. \$1,000,000<br>PERSONAL & ADV. INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>... SE (Any one person) \$ |
| A      | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY                                                                                       |               |                                  |                                   | COMBINED SINGLE LIMIT \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$                                                                            |
| A      | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                                                                                                                                          |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                     |
| A      | <b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                                                                                                                                         |               |                                  |                                   | STATUTORY LIMITS \$1,000,000<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                     |
| A      | <b>OTHER</b><br>Contractors Pollution Liability and Contractors Pollution Errors & Omissions                                                                                                                                                                  |               |                                  |                                   | PER CLAIM / OCCURRENCE \$2,000,000<br>GENERAL AGGREGATE \$2,000,000                                                                                                                                    |

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](mailto: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)

LOSS ADJUSTMENT EXPENSE

(to)

Included in Limits

In Addition to Limits

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY

☐ COMPREHENSIVE GENERAL LIABILITY

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date \_\_\_\_\_

☐ Occurrence

## OTHER PROVISIONS

## COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL

☐ PRODUCTS/COMPLETED OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE DAMAGE

☐ \_\_\_\_\_

☐ \_\_\_\_\_

Underwriter=s representative for claims pursuant to this insurance.

### CLAIMS:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

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

- 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.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
  - 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](mailto: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<br>FOR THE CITY OF OXNARD (the "City")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | SUBMIT IN DUPLICATE                                                                                                                                                                                                                                                                                                                                                             |                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | ENDORSEMENT NO.                                                                                                                                                                                                                                                                                                                                                                 | ISSUE DATE (MM/DD/YY) |
| PRODUCER<br><br>Telephone:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | POLICY INFORMATION:<br>Insurance Company:<br>Policy No.:<br>Policy Period: (from) _____ (to)<br>LOSS ADJUSTMENT EXPENSE    In Included in Limits<br>In Addition to Limits                                                                                                                                                                                                       |                       |
| NAMED INSURED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Deductible      Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>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:<br><br><br>CITY AGREEMENTS/PERMITS                                                    |                       |
| TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | OTHER PROVISIONS                                                                                                                                                                                                                                                                                                                                                                |                       |
| In COMMERCIAL AUTO POLICY<br>In BUSINESS AUTO POLICY<br>In OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                                                                                                                                                                 |                       |
| LIMIT OF LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | CLAIMS: Underwriter's representative for claims pursuant to this insurance.<br>Name: _____<br>Address: _____<br>Telephone: ( ) _____                                                                                                                                                                                                                                            |                       |
| \$ _____ per accident, for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                 |                       |
| In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:<br><br>1. <b>INSURED.</b> The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.<br>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.<br>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.<br>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.<br>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.<br>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:<br>a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or<br>b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).<br>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached. |  |                                                                                                                                                                                                                                                                                                                                                                                 |                       |
| ENDORSEMENT HOLDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                                                                                                                                                                 |                       |
| CITY OF OXNARD<br>Attn: Insurance Compliance<br>Reference No. _____<br>P.O. Box 100085 – OX<br>Duluth, GA 30096<br>Via Email: cityofoxnard@ebix.com<br>Via Fax: 678-259-1007                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | AUTHORIZED REPRESENTATIVE<br>Broker/Agent      Underwriter      _____<br><br>I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.<br><br>Signature _____<br><br><i>(original signature required)</i><br><br>Telephone: (    )      Date Signed _____ |                       |

### LIVING WAGE POLICY EXHIBIT

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

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
  - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
  - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
  - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
  - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

**Exhibit 1**

**Living Wage Policy**

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 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, 2021**

43. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.89 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

### PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

# Agreement No. A-8442 with Clean Earth Environmental Solutions, Inc.

Public Works and Transportation Committee  
March 22, 2022

Todd Vasquez-Housley  
Environmental Resources Manager

## RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute Agreement A-8442 with Clean Earth Environmental Solutions, Inc. in an amount not to exceed \$750,000 for a three year term; for the collection, removal, transport, recycling, and disposal of Recyclable Household Hazardous Waste (RHHW).

# BACKGROUND

- Regulations from the California Department of Resources Recycling and Recovery (CalRecycle) and the California Department of Toxic Substances Control require that household hazardous waste material be continuously processed and removed from the premises
- RHHW: corrosive, toxic, ignitable, or reactive ingredients that can be recycled
- Current agreement for RHHW will expire on May 7, 2022

# BACKGROUND

Del Norte Buy Back Center accepts the following items at no cost to Oxnard residents with no appointment required:

- Water/oiled base paints
- Fluorescent bulbs
- Liquid cleaners
- Solvents
- Motor oils & oil filters
- Antifreeze
- Automobile batteries
- Household batteries
- Aerosols
- Propane & non-propane tanks



The Buy Back Center is open Tuesday through Saturday  
9:00 AM – 3:00 PM.

# DISCUSSION

- December 15, 2021: Purchasing Department released Request for Bid PW 22-68 for Collection and Transportation of Recyclable Household Hazardous Waste
- Advertised on the City of Oxnard website and the City's Public Purchase website
- 33 bidders notified with 5 bid responses received

Clean Earth Environmental Solutions meets all required City contractual obligations including:

- City business tax certificate
- Insurance certificates
- Corporate filing with the California Secretary of State

# FINANCIAL IMPACT

- Total cost of this Agreement with Clean Earth Environmental Solutions, Inc. shall not exceed \$750,000 over the three (3) year term
- Current fiscal year spending plan has sufficient appropriations from the Environmental Resources Fund
- No impact to the General Fund

| Environmental Solutions, Inc. Spending Plan |            |            |            |           |
|---------------------------------------------|------------|------------|------------|-----------|
| FY 2021-22                                  | FY 2022-23 | FY 2023-24 | FY 2024-25 | Total     |
| \$45,000                                    | \$250,000  | \$250,000  | \$205,000  | \$750,000 |

# Questions?



## PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.4

**DATE:** March 22, 2022

**TO:** Public Works and Transportation Committee

**FROM:** Vyto Adomaitis, Community Development Director, (805) 385-7882, [vyto.adomaitis@oxnard.org](mailto:vyto.adomaitis@oxnard.org)  
Michael Wolfe, Public Works Director, (805) 385-8055, [michael.wolfe@oxnard.org](mailto:michael.wolfe@oxnard.org)

**SUBJECT:** Review of City's proposed New Residential Curb Cut Policy to Enhance the Parking Availability in Residential Areas by Allowing Curb Cuts and Adding Off-street Parking on Residential Property. (0/15/15)

### RECOMMENDATION

That the Public Works and Transportation Committee:

1. Receive a summary report on the City's existing and proposed curb cut policies;
2. Provide input on the proposed curb cut policies; and
3. Recommend that staff should present a formal updated curb cut policy to the City Council.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/KwXwS42Vtrc>

### BACKGROUND

This item is being brought to the Committee for discussion and consideration in response to requests made previously by City Councilmembers, and most recently at the February 15, 2022 City Council meeting.

In 1992, the City approved a policy statement restricting curb cuts for various reasons (Attachment 1), and a clarification policy was issued in 2006 (Attachment 2). On September 11, 2007 City Council adopted the Bartolo Square North and South and the Hill Street Curb Cut Pilot Program (Uncodified Ordinance No. 2745), which expanded options for curb cuts within these specific neighborhoods.

Under this program, 90 curb cut permits have been issued, 18 of which were in the last year. Outside of the pilot program area, since 2012, an additional 15 reasonable accommodation permit requests that include a curb cut have been approved. Of the 15 requests that were approved, only 9 were constructed, bringing the total permitted and constructed curb cuts to 99 since 2007.

From a Code Compliance standpoint, 10 garage inspections related to issued curb cut permits are in process and 3 active code compliance cases are open for unpermitted curb cuts.

## **DISCUSSION**

Roughly 50-60 inquiries regarding curb cut permits were received last year. As a means to address the numerous requests for curb cuts due to limited on-street parking, a new draft curb cut policy has been developed in a collaboration between the Community Development Department, and the Public Works Department, to provide opportunities to increase off-street parking availability within residential neighborhoods by permitting curb cuts. The draft policy is based on the 2007 Bartolo Square North and South and the Hill Street Curb Cut Pilot Program.

### **1992 Policy & 2007 Bartolo Square North & South and the Hill Street Curb Cut Pilot Program**

Current City policy generally does not allow new residential curb cuts where alley access to the property is already provided. Under the City's current policy, only one curb cut is allowed per property and the alley access is considered to be the one allowed curb cut. Three general exceptions to this current policy exist if the requested additional curb cut is not to be installed on a collector street, and is not in the Cultural Heritage Survey District: 1) Where 70% of the existing residences on the same block (both sides of the street) currently have legal curb cuts, a new curb cut from the street will be allowed; 2) A Reasonable Accommodation can be approved based on a specific disability need that requires a curb cut however, the curb cut must be restored back to the original condition when the Reasonable Accommodation is no longer required; 3) For residents in the Bartolo Square and Hill Street neighborhoods, a special curb cut program was implemented in 2007 to allow new curb cuts, with specific conditions and restrictions.

Approximately 20 curb cut Encroachment Permits were issued by Building & Engineering last year which represent both projects which receive a Planning entitlement and projects which don't require a Planning entitlement.

### **Zoning and land use considerations**

The Oxnard City Code (OCC) defines front yard setback and the amount of required parking for a particular use. Front yards are to be clear of structural development from the ground to sky. In the case of single family homes, required parking is to be located within the garage to keep it screened from the street.

Specifically, OCC Section 16-333 seeks to maintain a formal delineation between areas used for parking and open space as "no person shall park or store a vehicle on any portion of residential property visible from a public street unless the vehicle is parked on a driveway." Additionally, OCC Section 16-622 allows for tandem parking; however, "tandem parking spaces, whether or not in garages, and whether for residents, visitors or customers of the proposed use, shall not be counted toward satisfaction of the parking requirement for the proposed use."

The City has also adopted the "Attention to Detail" design guidelines in 1992 and the Landscape Standards in 1988, and both of these documents have text which relates to either the treatment of front yards and / or screening of vehicles. The design guidelines state "Parking areas should be screened from public ways and divided with landscaping, walls, fences, landscape berms or other elements."

The landscape standards indirectly speak to parking as the standards seek to maximize open areas and minimize areas with hardscape. Specifically, the landscape standards state "All open areas shall be landscaped with some combination of trees, shrubs, ground cover or lawn. (Lawn shall not exceed 75% of the front yard, and a drought tolerant variety of grass must be specified.) The City reserves the right to modify plans in quantity and quality of landscaping." Additionally, the landscape standards require that each single-family residence have one (1) tree planted at the front of each residence, and two (2) trees required at the side of each residence if located on a corner lot.

Collectively, the OCC, Attention to Detail, and Landscape Standards have all contributed to the current neighborhood character. These regulations collectively seek to maintain an organized and functional area to accommodate vehicle maneuvering while also providing the most amount of screening and landscaping possible to enhance neighborhood character.

The City can modify these standards, but careful consideration should be given to the changes as it is expected that modifications to these standards would lead to changes in the neighborhood's character.

### **Proposed Curb Cut Policy**

The intent of the new policy is to allow for additional parking for single family and duplex properties in residential areas while minimizing impacts to the existing on street parking inventories. For every new curb cut installed, there is a loss of at least one on-street parking spot. As such, in order to meet the purpose of the new proposed Curb Cut Policy, property owners must show that the new curb cut will accommodate a minimum of two registered vehicles that will be removed from existing on street parking areas.

The proposed policy builds upon the Bartolo Square North and South and the Hill Street Curb Cut Pilot Program, which allows curb cuts at properties with alleyway access with some additional modifications. The key modifications to the existing program can be summarized as follows:

1. Requires that permeable pavement be utilized at new driveways.
2. No more than 50% of the front yard area be paved.
3. Requires that existing paved front yards be reduced to a maximum of 50% of the front yard area.
4. Requires that the applicant demonstrate that they can park 2 additional vehicles off street in order to allow the curb cut, since the curb cut itself causes the loss of 1 on-street parking space at a minimum.
5. Explicitly prohibits front yard parking of commercial vehicles, RV's, and inoperable/unregistered vehicles.
6. Requires the remaining front yard landscaping be brought into compliance with current Landscaping Standards.

Additionally, properties with existing garages shall comply with City requirements that any garage on the property be maintained free of obstructions and in such a condition that automobiles could be parked in a garage. Properties with a legally permitted Accessory Dwelling Unit (ADU) are also eligible for a curb cut. If a garage has been converted to create an ADU, replacement parking for the garage isn't required, but replacement parking is encouraged onsite.

Similar to the Bartolo Square North/South and the Hill Street Curb Cut Pilot Program, unpermitted curb cuts must be brought up to current standards in order to be permitted.

### **Key issues the new Policy is trying to address:**

- Curb cuts and associated driveways constructed from impermeable materials increase stormwater runoff due to the increased impermeable surface area.
- Additional curb cuts can only marginally help mitigate the street parking issues at best. The issue of overcrowding and associated increased number of vehicles is not addressed by adding curb cuts and the associated loss of neighborhood character due to front yard parking and loss of front yard landscaping.
- Curb cuts reduce on-street parking availability by as much as 1 or 2 parking spaces per curb cut.
- Curb cuts can cause sidewalks to be more challenging to navigate safely for the disabled community.
- Additional City staff time will be required to monitor that inoperable/unregistered vehicles, RV's, and commercial vehicles are not being parked or stored in the front yard areas.

## **New Curb Cut Policy features seeking to address the key issues:**

- By minimizing the allowed width of curb cuts and requiring that at least 2 off street spaces be created to justify a new curb cut, additional parking can be achieved by allowing curb cuts.
- State Laws allowing ADU's, including the conversion of garages into ADUs, will increase the number of vehicles parked on the streets. A curb cut policy that provides an increase in off-street parking may offset the ADU effects on neighborhood parking.
- Curb cuts can be designed to maintain ADA compliant sidewalks by using a City approved alternative to the Standard Plates where a parkway does not exist.
- Increased stormwater runoff can be mitigated by the use of permeable paving for new parking areas on site.
- Compliance with landscaping standards can be required to help mitigate the aesthetics of front yard parking areas.
- New curb cuts would not be allowed for front yard parking of commercial vehicles, Recreational Vehicles or inoperative/unregistered vehicles.

## **Example Areas for Committee Feedback**

1. Staff recommends a citywide policy, rather than a neighborhood specific policy. Is the Council Committee supportive of this recommendation?
2. Staff recommends that the policy be reviewed after 2 years or 250 curb cuts are constructed, whichever comes first. Is the Council Committee supportive of these proposed review thresholds?
3. To improve the safety of the alleys, staff recommends inclusion of the installation of the alley lighting requirement of the Bartolo Square North and South and the Hill Street Curb Cut Pilot Program. Is the Council Committee supportive of this recommendation?
4. To support compliance with the "Attention to Detail" design guidelines, the Landscape Standards, and to mitigate stormwater runoff concerns staff recommends that no more than 50% of the front yard area be paved. This could require the removal of existing hardscape in a front yard when a curb cut is constructed. Is the Council Committee supportive of this recommendation?

## **STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life Strategy. The purpose of the Quality of Life strategy is to restore and increase quality service and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life. By providing additional parking opportunities through the utilization of curb cuts, a quality of life improvement can be achieved for residents of parking impacted neighborhoods.

## **FINANCIAL IMPACT**

There is no financial impact associated with this discussion. The City has established fees associated with permitting and inspection of curb cuts, electrical permits for the lighting requirement, initial garage inspections, and landscape reviews and inspections. If complaints are generated that will necessitate additional garage inspections, the costs of those inspections are not a costs recovery service. Those inspections are part of the daily work of the Code Compliance Division. Additional garage inspections will be part of the future assessment of the program and may necessitate the creation of the fee to cover staff time.

*Prepared by: Vyto Adomaitis, Community Development Director, Michael Wolfe, Public Works Director*

## **ATTACHMENTS**

1. 1992 Curb Cut Policy Statement
2. 2006 Curb Cut Policy Clarification
3. Bartolo Square-Hill Street Curb Cut Program
4. Proposed New Curb Cut Policy
5. Staff Presentation



November 30, 1992

TO: Staff

FROM: Richard Maggio, Community Development Director  
James E. Frandsen, Public Works Director

SUBJECT: POLICY STATEMENT RESTRICTING CURB CUTS

POLICY STATEMENT

ONE CURB CUT WILL BE ALLOWED PER RESIDENCE. ALLEY ACCESS IS CONSIDERED A CURB CUT. WHERE AN ALLEY EXISTS ADJACENT TO A PROPERTY, THE CURB CUT SHALL BE FROM THE ALLEY.

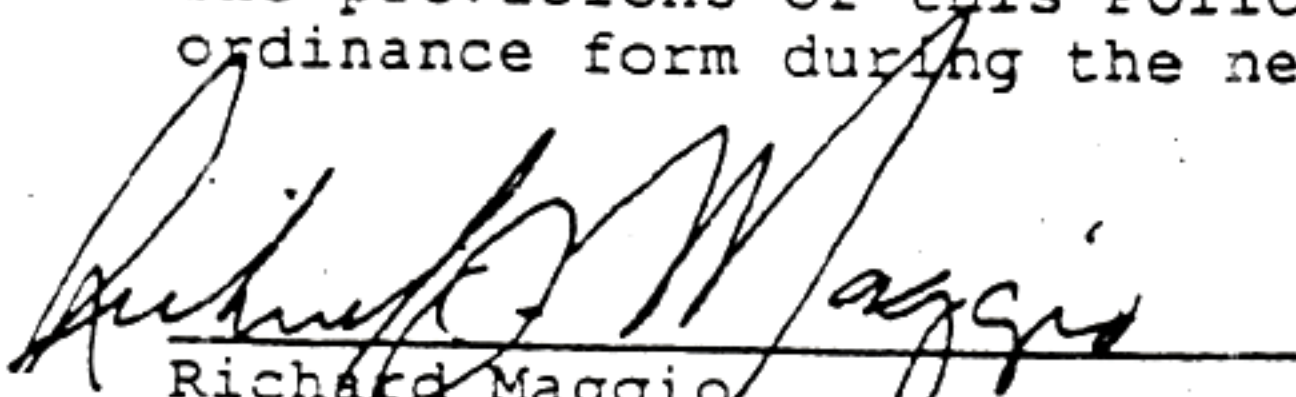
BASIS

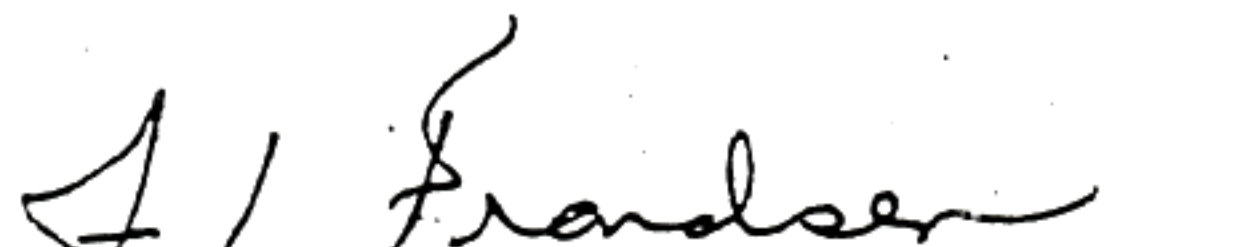
.. This policy should be adopted as a new city standard based on the following:

1. Driveway curb cuts result in unsightly breaks in curb and gutter lines and additional expense during resurfacing and repair work.
2. Curb cuts cause additional potential liability exposure from the physically challenged community. Negotiating curb cuts is difficult on crutches, in wheelchairs, or at any time when an individual's physical condition is not at its best, such as recovering from surgery or recovering from an injury to a foot, leg, or ankle.
3. On-street parking will be maintained along the full length of streets where alley access exists.
4. Access to individual residences is being provided from the alley. The City must emphasize the improvements it has; i.e., alley access, and restrict duplication of residential access.

FUTURE ORDINANCE

The provisions of this Policy Statement will be incorporated into ordinance form during the next ordinance update process.

  
Richard Maggio

  
James E. Frandsen



**CITY OF OXNARD  
PLANNING DIVISION  
POLICIES & PROCEDURES**

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SUBJECT: Residential Curb Cuts and Access

EFFECTIVE DATE: November 21, 2006

LAST REVISED: November 21, 2006

APPROVED BY: Susan L. Martin, AICP

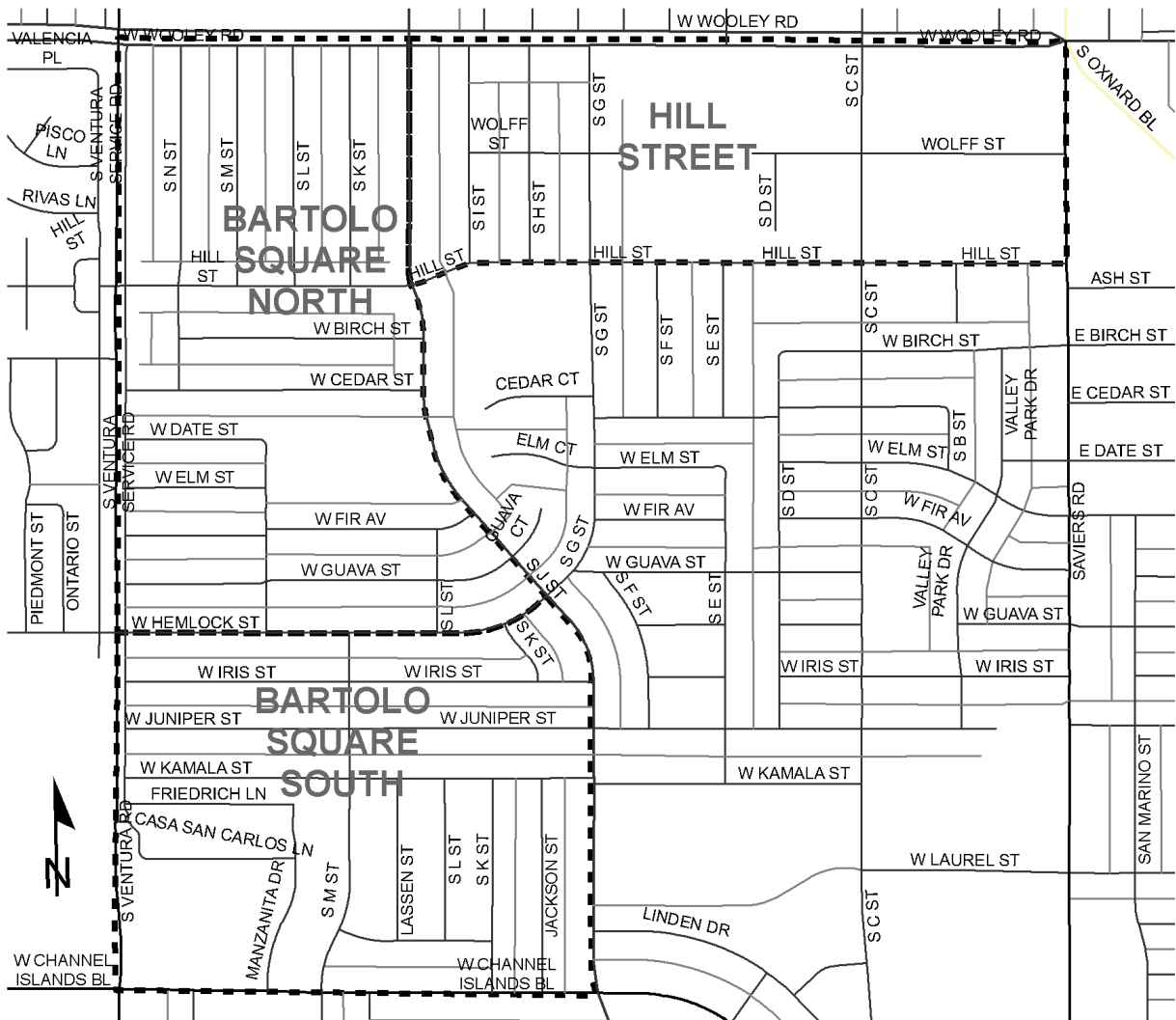
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Section 16-636 of the City Code describes design standards for vehicular parking areas. Regarding curb cuts for single-family residences that are adjacent to an alley, the following clarification is provided:

1. If potential access exists off a public street frontage and an alley, but there is no existing curb cut on the public street, access shall be granted only off the alley.
2. If a curb cut exists off the public street, and it is legally permitted, the applicant need not remove the curb cut. In addition, the applicant may also have access off the alley.
3. If vehicular access exists off an alley, the applicant may have direct access (i.e. multiple access points) off the alley provided all building setback and interior yard space requirements are satisfied.
4. If no vehicular access is available from the alley, and there is no existing curb cut at the public street, the applicant must apply for an encroachment permit to allow the driveway leading to the garage.
5. In any case, only one curb cut off the public street frontage is allowed per single-family residence.

# **CURB CUT PROGRAM**

for the  
**BARTOLO SQUARE (NORTH & SOUTH) AND  
HILL STREET NEIGHBORHOODS**



To increase private onsite parking spaces for the residents in the Bartolo Square - North, Bartolo Square - South, and Hill Street neighborhoods, City Council has approved a policy for the issuance of curb cut permits for driveways in front yards within these neighborhoods.

- The policy does **not allow** curb cut permits on Wooley Road or Channel Islands Boulevard within these Neighborhoods.

The following three major items are required to obtain a curb cut permit:

#### **A. INSPECTION OF GARAGE**

An applicant's garage must be able to fully function as a garage. (e.g. A 2 car garage must be able to park 2 cars) The city will perform an inspection of the garage prior to issuance of the curb cut permit to verify that it is clear of storage or other items that would prohibit vehicle parking.

#### **B. ELECTRICAL PERMIT**

Properties adjacent to an alley shall install and maintain in working order, lighting equivalent to at least 3200 lumens (typically 2-100 watt incandescent bulbs) to illuminate the alley adjacent to the garage. The light may be placed on the garage or on a pole placed in private property and shall be controlled by a motion sensor and photo-control. **(NOTE:** An electrical permit is required for the installation of any new electrical facilities. This permit can be issued simultaneous with the curb cut permit but the work must be completed prior to beginning construction of the curb cut.)

#### **C. SITE PLAN**

A site plan is required to begin the permit application process. The following items must be shown on an 8 ½" by 11" (or larger) site plan:

- ☐ Show all existing facilities that might affect the construction of the new curb cut. These facilities include: Existing driveways, sidewalk width, water meters, trees, property lines, buildings/garages, existing/proposed electrical lighting in alley, any onsite paved area(s) (including walkways), traffic signs, utility poles, fire hydrants. Plan must include the distance of these items from the proposed curb cut and the dimensions of all existing front yard concrete or paved surfaces.
- ☐ Show proposed location and width of the new curb cut. Include the distance from the property line. The maximum allowed width of a new curb cut is 15' in the "W" dimension as per **Exhibit A** (attached).
- ☐ Include owner's name, phone number, and address where the curb is proposed.
- ☐ Most locations within these neighborhoods are constructed with a 5-foot wide sidewalk (measured from face of curb to back of sidewalk). To meet disabled access standards, new curb cuts/driveways must be constructed as shown on **Exhibit A** (attached).
- ☐ Curb cuts shall maintain the required ADA (American Disability Act) sidewalk minimum width of 4 feet at the proposed driveway approach. **(See Exhibit A).**
- ☐ The maximum area allowed for parking in the front yard is limited as follows:  
**One Car parking: A 12' x 20' area (240 square feet)**

**Two Car parking: A 24' x 20' area (480 square feet)**

The permit inspector will verify compliance with these front yard paving limits prior to driveway/curb cut permit sign off.

- Properties adjacent to an alley shall install and maintain, in working order, lighting equivalent to at least 3200 lumens (equivalent to 2-100 watt incandescent bulbs) for illuminating the alley adjacent to the garage. Show the location of the proposed or existing light meeting these requirements on the site plan. Indicate on the site plan that the light shall be controlled by a motion sensor and photo-control.

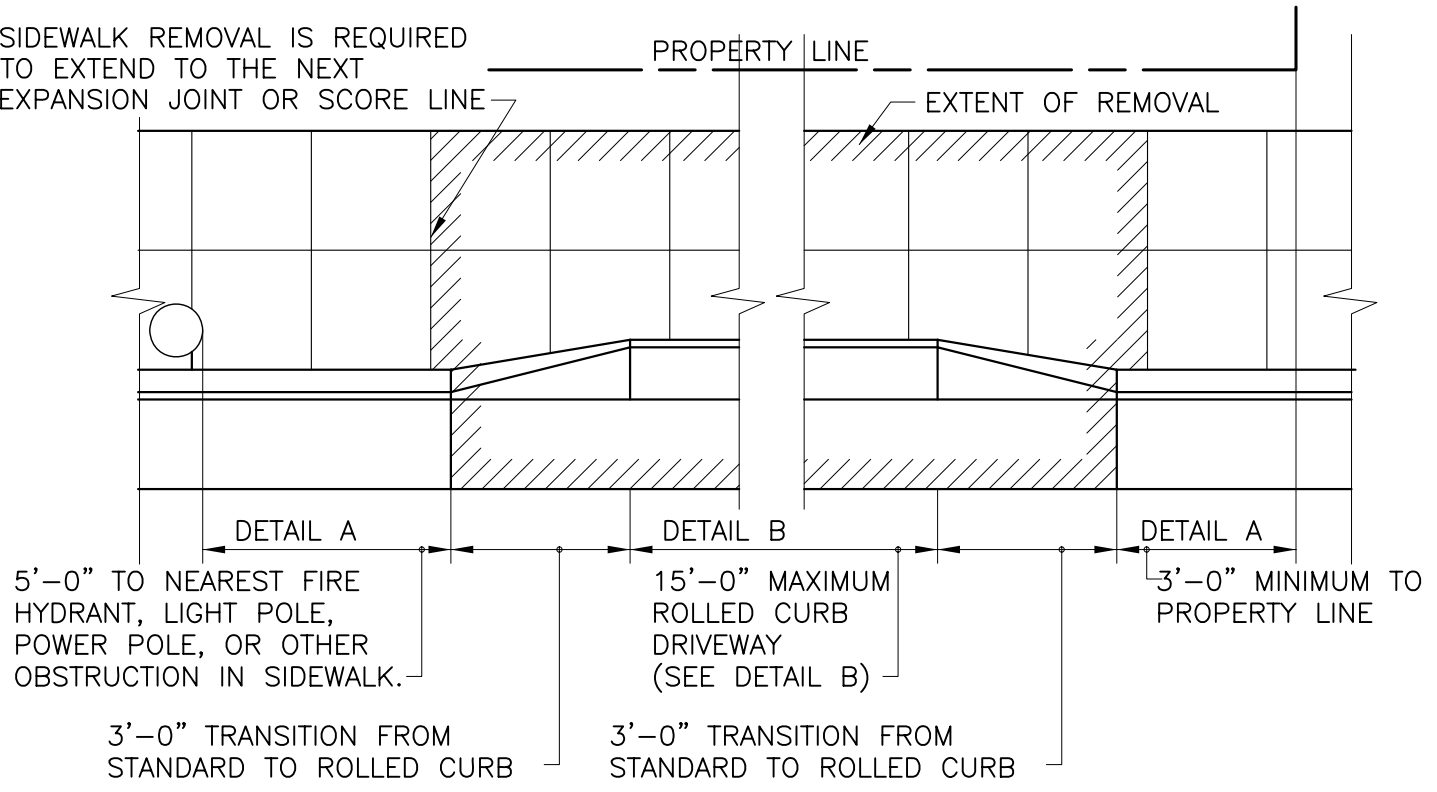
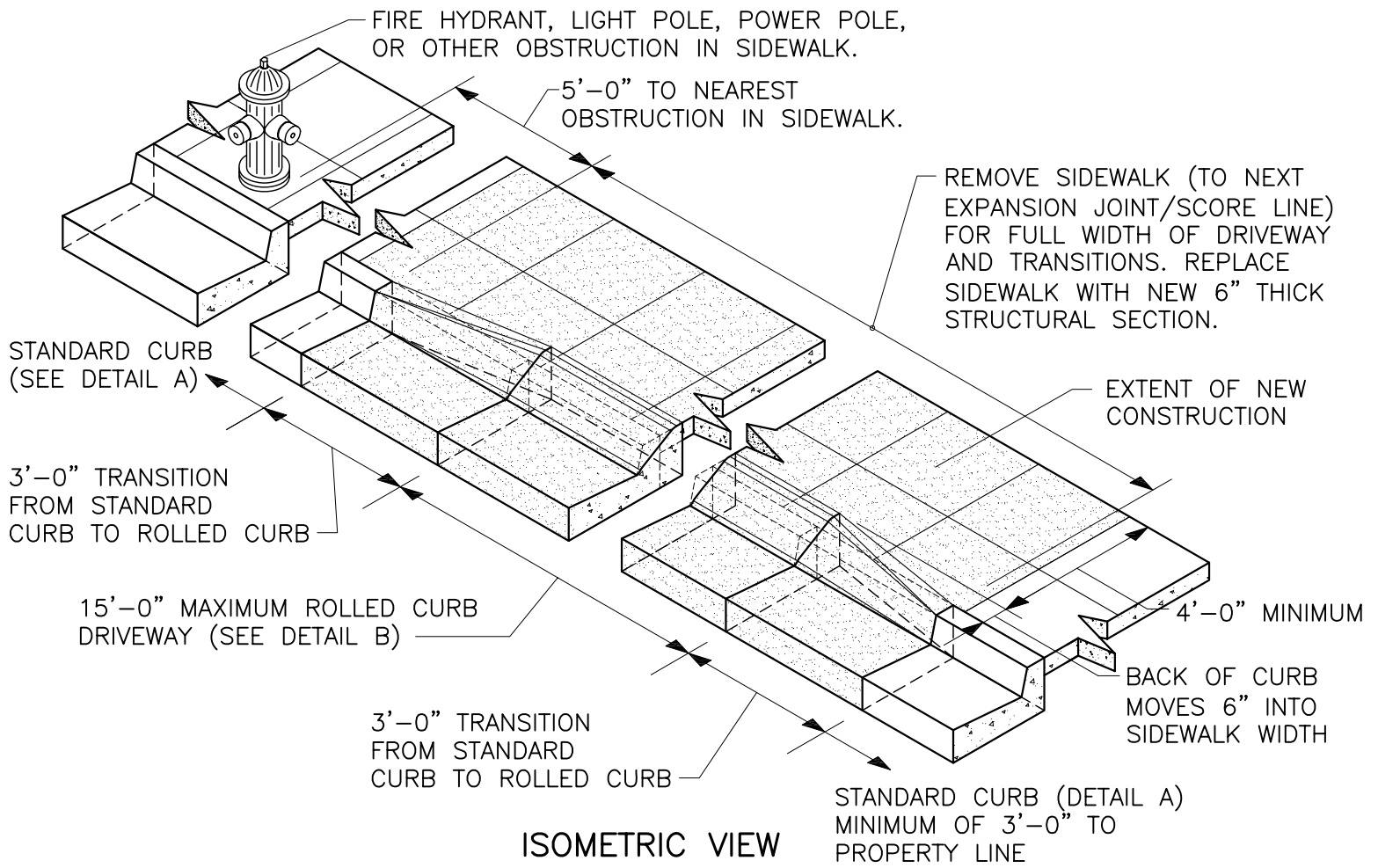
**When the above requirements have been met, an encroachment permit process for a curb cut will commence. Please note the following:**

- **A LICENCED CONTRACTOR IS REQUIRED FOR WORK IN THE CITY RIGHT OF WAY**

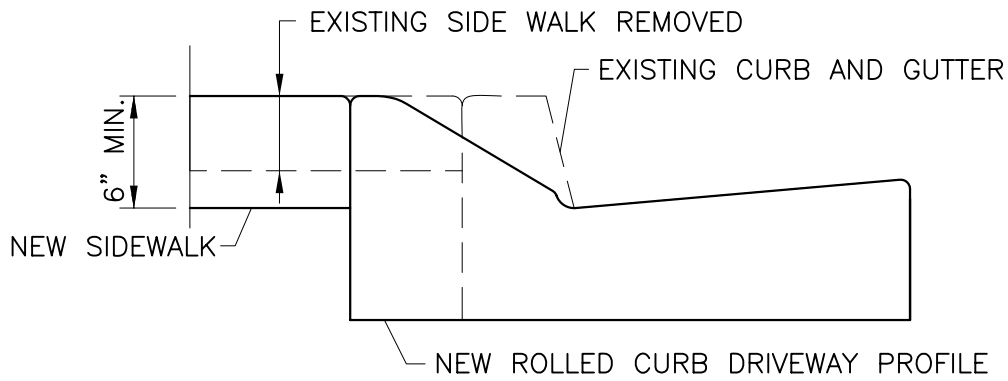
All curb cuts shall be installed by a Class "A" (General Engineering) California State licensed contractor. A contractor with a valid City Business license and current general liability insurance, auto insurance, and workers compensation must sign the encroachment permit. (Contact the permit staff (385.7890) for insurance requirement handout.) The property owner is also required to sign the encroachment permit.

- **PERIODIC GARAGE INSPECTIONS**

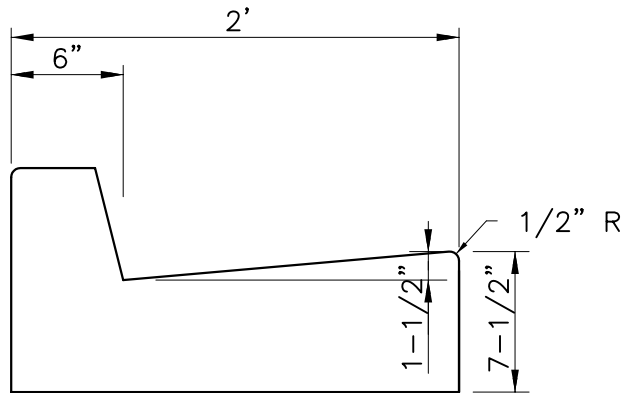
As part of the permitting process, the property owner shall execute a Covenant running with the land allowing, periodic follow-up garage inspections as required by the Code Compliance Division. Garage inspection will include an inspection of the alley lighting requirement. (There will be no inspection fees associated with the periodic follow-up inspections of the garage.)



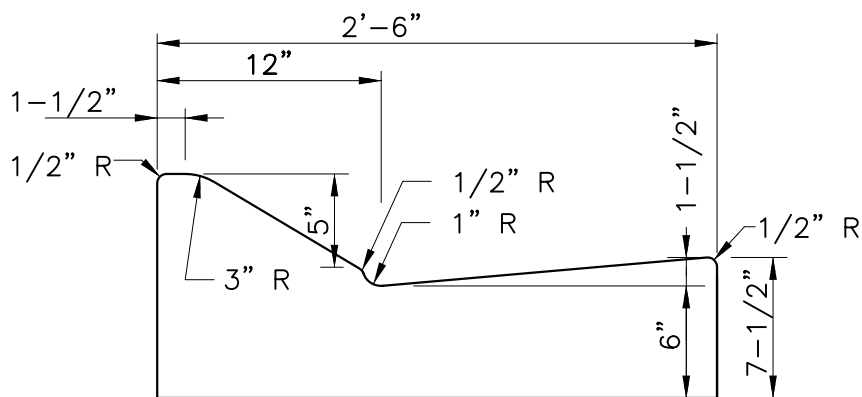
# EXHIBIT "A"



SECTION OF NEW CURB WITH EXISTING CURB OVERLAYED



STANDARD CURB - DETAIL "A"



ROLLED CURB DRIVEWAY - DETAIL "B"

## EXHIBIT "A" DETAILS

Recording Requested by and  
When Recorded Return to:

City of Oxnard  
214 South C Street  
Oxnard, California 93030

No Recording Fee Required In Accordance  
With California Government Code Section 6103

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SPACE ABOVE THIS LINE FOR RECORDING USE

**AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY**

**THIS AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY ("Covenants")** is entered into on \_\_\_\_\_, in favor of **THE CITY OF OXNARD**, a public body, corporate and politic ("City"), by \_\_\_\_\_ ("Applicant").

**WHEREAS**, Applicant is the owner of that certain real property in the City of Oxnard, County of Ventura, State of California, ("Property") commonly know as \_\_\_\_\_, (APN \_\_\_\_-0-\_\_\_\_-\_\_\_\_) and more specifically described as Lot \_\_\_\_\_ of Tract \_\_\_\_\_; and

**WHEREAS**, Applicant wishes to obtain a permit to install a curb cut leading from Property to the adjacent City street; and

**WHEREAS**, Ordinance No. 2745 requires that any garage on the Property be maintained free of obstruction and in such a condition that such garage could be used for the storage of automobiles.

**NOW, THEREFORE, IN CONSIDERATION OF BEING ISSUED A PERMIT TO INSTALL A CURB CUT FROM THE PROPERTY TO THE CITY STREET, APPLICANT COVENANTS AND AGREES AS FOLLOWS:**

1. Applicant, its successors and assigns, shall maintain every two-car garage on the Property free of obstructions and in such a condition that two automobiles can be parked in such garage.

2. Applicant, its successors and assigns, shall maintain every one-car garage on the Property free of obstructions and in such a condition that one automobile can be parked in such garage.

3. To assure compliance with the foregoing, Applicant, its successors and assigns, agrees to allow City Code Compliance Personnel to inspect any garage on the Property upon twenty-four hours written notice being delivered to the Applicant, or its successors or assigns, or resident of the Property who is eighteen years of age or older.

4. City, its successors and assigns, is deemed the beneficiary of the covenants contained herein, without regard to technical classification and designation. The covenants shall run in favor of City, its successors and assigns.

5. The provisions contained herein are covenants running with the land and shall bind Applicant, its successors and assigns.

6. Applicant shall perform each and every obligation set forth in these Covenants, and this Agreement respecting the Property.

**IN WITNESS WHEREOF**, Applicant has executed this Agreement.

**(NOTARIZATION REQUIRED)**

**Applicant:**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT REQUIRED**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[illegible]

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[illegible]

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## PROPOSED NEW RESIDENTIAL CURB CUT POLICY

**Background** – In 1992 the City enacted a policy restricting curb cuts for various reasons. In 2007, a curb cut pilot program was adopted to allow curb cuts to 3 specific neighborhoods within the City (Bartolo Square North, Bartolo Square South, and Hill Street). As a means to try and address the numerous requests for curb cuts due to limited on-street parking, the following Program has been developed.

**Purpose** – The intent of this new policy is to enhance the parking availability in residential areas by allowing curb cuts while minimizing impacts to the existing on-street parking inventories. For every new curb cut installed, there is an anticipated loss of up to two on-street parking spots. **As such, in order to meet the purpose of the Program, property owners must ensure that the new curb cut will allow two registered vehicles to be parked off the street.** Additionally, properties with existing garages shall demonstrate, as a condition of the curb cut permit, that any two-car garage on the property is maintained free of obstructions and in such a condition that two automobiles could be parked and that any one-car garage on the property is maintained free of obstructions and in such a condition that an automobile could be parked in such garage. This requirement would not be applicable to garages legally converted into Accessory Dwelling Units.

### **NEW CURB CUT**

Requests for **new** curb cuts after [Month] 1st, 2022:

1. Must be requested by the property owner and be located on the front yard side of the property.
2. Only one curb cut will be allowed per property.
3. The curb cut is to serve a single family or duplex residence and is not to be utilized to park commercial vehicles, RV's, or to store inoperable or unregistered vehicles in the front yard area.
4. Must be approved and permitted by the Community Development Department Director or designee.
5. Must meet current City of Oxnard Standard Plates or other design standards approved by the Community Development Department.
6. Shall be inspected by the Community Development Department to ensure the curb cut installation meets City standards and that the other program requirements have been complied with.

Conditions:

1. The proposed curb cut is on a residential street that is not a Primary, Secondary, or Local Arterial as designated by the 2030 General Plan or future General Plans as approved by the City Council.
2. The proposed curb cut is not in the Henry T. Oxnard Historic District.
3. Does not create a traffic or pedestrian safety issue as determined by the City Traffic Engineer.
4. Property does not already have an existing curb cut.
5. Shall not interfere or conflict with any existing easements or utilities.
6. Property owner must demonstrate that two vehicles currently parked on the street will be parked on the property. The minimum parking area for 2 cars shall be 20' in depth x 24' wide.

Tandem parking may be considered on a case by case basis if the 20'x24' front parking area is not feasible

7. Must meet front yard landscape standards approved by the Community Development Department and still be able to park two vehicles on site.
  - a. No more than 50% of the applicant's front yard area may be paved, permeable or otherwise.
  - b. Existing paved yards must reduce the amount of existing paving to 50% or less of the front yard area.
  - c. All open areas shall be landscaped with some combination of trees, shrubs, ground cover or lawn. (Lawn shall not exceed 75% of the front yard, and a drought tolerant variety of grass must be specified.) The City reserves the right to modify plans in quantity and quality of landscaping.
  - d. One (1) tree is required at the front of each residence, and two (2) trees required at the side of each residence if located on a corner lot. Trees shall be 24" box size (minimum).
8. An applicant's garage must be able to fully function as a garage (e.g. A 2 car garage must be able to park 2 cars). The city will perform an inspection of the garage prior to issuance of the curb cut permit to verify that it is clear of storage or other items that would prohibit vehicle parking. This requirement does not apply to garages that have been legally converted to ADU's.
9. If applicable, properties with pre-existing garages shall execute a covenant running with the land, on a form approved by the City Attorney, requiring the ongoing maintenance of any such garage for vehicle parking at all times.
10. The area of the front yard on residential properties available for vehicle parking shall be limited to that necessary to park no more than two vehicles.
11. Curb cuts installed without permits shall be brought into compliance with City standards as part of the permitting process.

Requirements:

- A. Width of the curb cut shall be limited to 15 feet maximum/12 feet minimum with a 3 foot transition on each side; construction shall comply with City standards including disabled access requirements.
- B. New on-site parking pad shall be constructed of a permeable material as approved by Community Development.
- C. Shall be located to maximize on-street parking in front of the residential property - no closer than three feet from a property line and a minimum of 5 feet from light poles, fire hydrants or other obstructions; curb cut shall be located so that where feasible, at least one vehicle may park between successive curb cuts.
- D. For properties with alley access, the property owner shall install and maintain in good working order a light providing illumination equivalent to 3200 lumens (typically 2-100 watt incandescent equivalent LED bulbs) on the alley at the rear of the property.

Such light shall be approved and permitted by Community Development and controlled by a motion sensor or photo-cell. (Note: An electrical permit is required for the installation of any new electrical facilities. This permit can be issued simultaneously with the curb cut permit but the work must be completed prior to beginning construction of the curb cut.)

- E. The curb cut must be installed by a Class A licensed contractor with an encroachment permit issued by the Community Development Department. The curb cut must meet City Standard Plate 115 for properties with a parkway, or "Exhibit A" as attached for properties without a parkway.
- F. Parking pad depth shall be a minimum of 20', encompassed entirely on the applicant's private property, so that no part of a parked vehicle extends into the right-of-way and/or over the ADA path of travel and/or sidewalk.

#### **SITE PLAN**

A site plan is required to begin the permit application process. The following items must be shown on an 8 1/2" by 11" (or larger) site plan:

- a) Show all existing facilities that might affect the construction of the new curb cut. These facilities include: Existing driveways, sidewalk width, water meters, street, property lines, buildings/garages, existing/proposed electrical lighting in alley, any onsite paved area(s) (including walkways), traffic signs, utility poles, fire hydrants. Site Plan must include the distance of these items from the proposed curb cut and the dimensions of all existing front yard concrete or paved surfaces.
- b) Show the proposed location and width of the new curb cut. Include the distance from the property line. The maximum allowed width of the new curb cut is 15 feet with a maximum 3 foot transition at each side.
- c) Include the owner's name, phone number, and address where the curb is proposed.
- d) Include photocopies of the vehicle registration information for the 2 vehicles that will be utilizing the front yard driveway parking area.
- e) Most locations within these neighborhoods are constructed with a 5-foot wide sidewalk (measured from face of curb to back of sidewalk). To meet disabled access standards, new curb cuts/driveways must be constructed as shown on **Exhibit A** (attached).
- f) Curb cuts shall maintain the required ADA (American Disability Act) sidewalk minimum width of 4 feet at the proposed driveway approach. (**See Exhibit A**).
- g) The maximum area allowed for parking in the front yard is limited as follows: **Two Car parking:** a 24' x 20' area (**480 square feet**) minimum, but not to exceed 50% of the property's front yard area. The permit inspector will verify compliance with these front yard paving limits prior to driveway/curb cut permit sign off. Tandem parking may be considered on a case-by-case basis if the 24'x20' front yard parking area is not feasible.
- h) Properties adjacent to an alley - show the location of the proposed or existing light meeting the requirements of item "D" above on the site plan. Indicate on the site plan that the light shall be controlled by a motion sensor and photo-control.
- i) Show the dimensions of the front yard area, the dimensions of the new proposed driveway area, and specify the permeable driveway material proposed. Manufacturer information/specifications for the permeable paving material should be provided.

- j) Show the location of new or existing front yard trees; call out and identify all necessary front yard landscaping improvements necessary to comply with Condition #7 above.

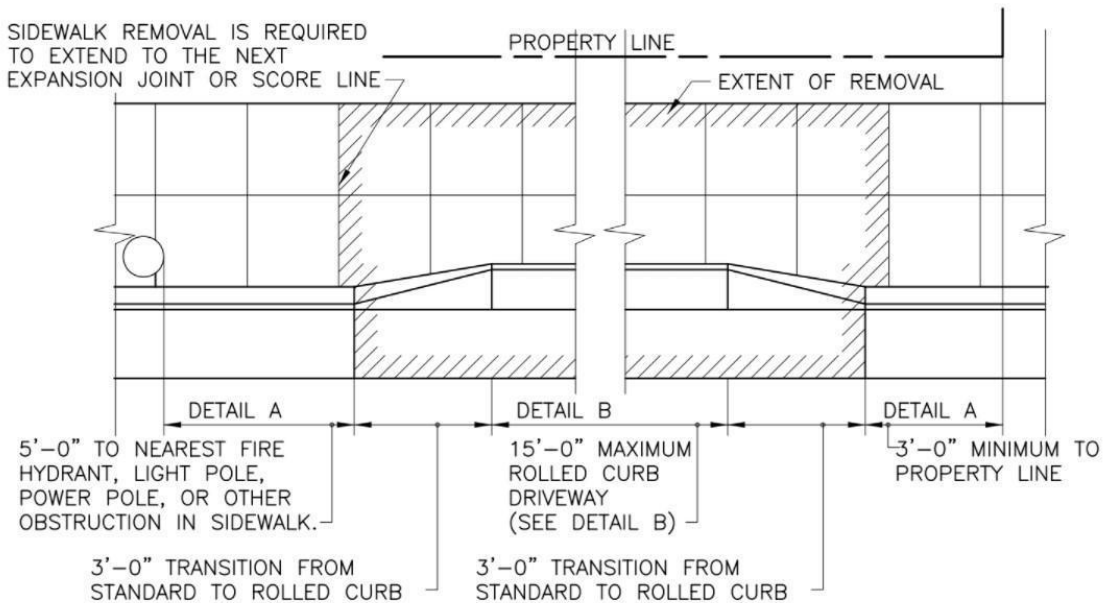
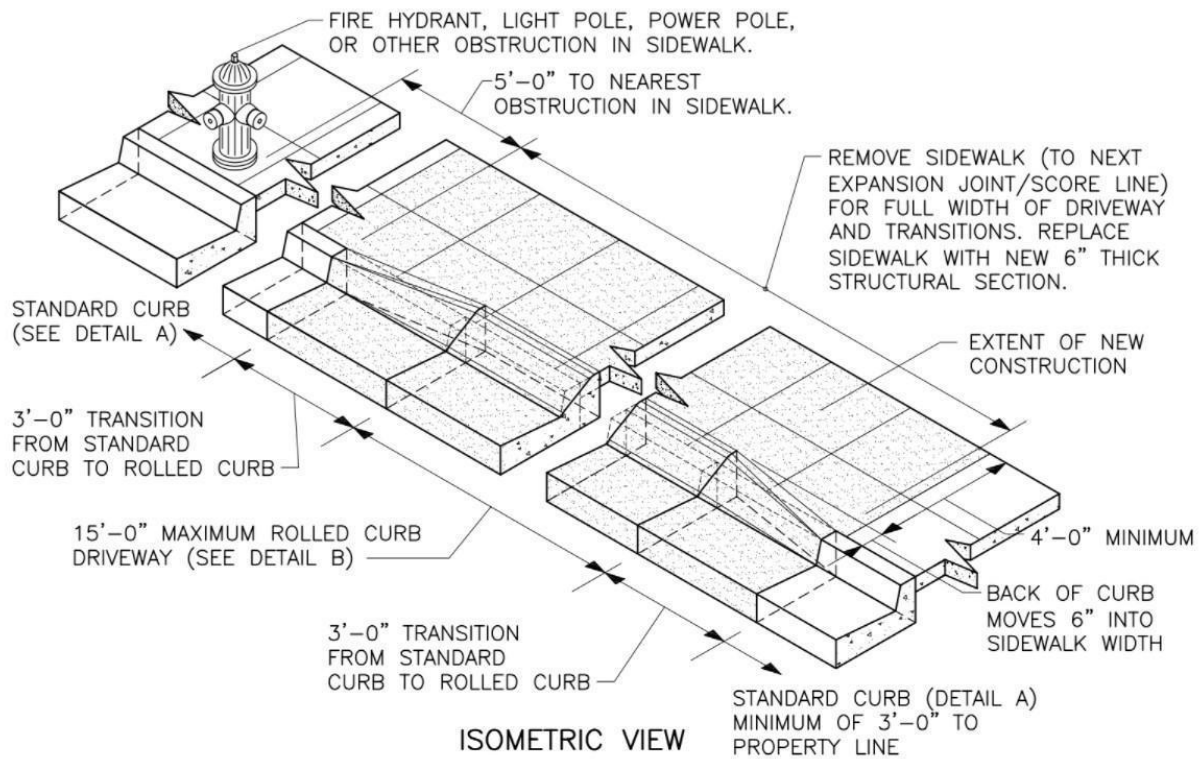
**When the above requirements have been met, an encroachment permit process for a curb cut will commence. Please note the following:**

- **A LICENSED CONTRACTOR IS REQUIRED FOR WORK IN THE CITY RIGHT OF WAY**

All curb cuts shall be installed by a Class "A" (General Engineering) California State licensed contractor. A contractor with a valid City Business License and current general liability insurance, auto insurance, and workers compensation must sign the encroachment permit. (Contact the permit staff (805-385-7890) for insurance requirements handout.) The property owner is also required to sign the encroachment permit.

- **PERIODIC GARAGE INSPECTION**

As part of the permitting process, the property owner shall execute a Covenant running with the land allowing, follow-up garage inspections as required by the City's Code Compliance Division. Garage inspection will include an inspection of the alley lighting requirement.



## EXHIBIT "A"

# **Proposed New Residential Curb Cut Policy**

Vyto Adomaitis, Director of Community Development

Michael Wolfe, Director of Public Works

Jeff Pengilley, Assistant Director

Scott Kolwitz, Planning Manager

March, 22, 2022

## Recommendation

- Receive a summary report on the City's existing and proposed curb cut policies
- Provide input on the proposed curb cut policies
- Recommend that staff should present a formal updated curb cut policy to the City Council.

# Background

- In 1992, the City approved a policy statement restricting curb cuts citing expenses, navigation difficulties for our disabled community, potential liabilities and more.
- A clarifying policy for single-family residences that are adjacent to an alley was issued in 2006.
- The Bartolo/ Hill Street Pilot Program, implemented in 2007, allows applications for curb cuts in the Hill Street and Bartolo neighborhoods.
- This item is in response to prior City Council requests made most recently at the February 15, City Council meeting.
- Staff has prepared this item for Committee discussion and consideration.

## Discussion: Existing Policy

- Current policy only allows one curb cut per property. Where alley access is provided, the current policy does not allow for additional curb cuts.
- There are three exceptions:
  1. 70% of the existing properties on the same block have a curb cut.
  2. Reasonable Accommodations
  3. Bartolo Square and Hill Street neighborhoods, a special curb cut program was implemented in 2007 to allow new curb cuts, with specific conditions and restrictions.

# Existing Policy

- City staff receive approximately 50-60 curb cut inquiries annually. Curb Cut permits are issued by the Building and Engineering Division of Community Development.
- The City has issued 90 curb cut permits under the Bartolo/Hill Street pilot program and (9) granted by the Planning Division for reasonable accommodations for a total of 99 curb cut permits since 2007.
- In 2021,
  - Approximately 20 curb cut permits were issued
  - Staff received 50-60 inquiries regarding curb cut permits
  - one Development Design Review Permit was issued
  - Three Reasonable accommodation permits were issued

# Zoning and Land Use Considerations

- In 1988 and 1992, the City adopted Landscape standards and “Attention to Detail” design guidelines “Parking areas should be screened from public ways and divided with landscaping, walls, fences, landscape berms or other elements.”
- The Oxnard City Code (OCC) defines front yard setbacks and the amount of parking for a particular use.
- OCC Section 16-333 maintains a formal delineation between areas used for parking and open space.
- OCC Section 16-622 allows for tandem parking with conditions.

# Key concerns with Curb Cuts vs. the new Policy

| Concern                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | New policy mitigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Marginally addresses parking issues. The issue of overcrowding and the associated vehicles is not addressed. Curb cuts reduce on street parking.</li><li>• Curb cuts can make sidewalks more challenging to navigate safely for the disabled community.</li><li>• Front yard parking areas cause an increase in stormwater runoff which could cause flooding and the need for expensive Storm Drain system upgrades.</li><li>• Curb cuts and the associated front yard parking have a negative impact of the neighborhood character and aesthetics.</li><li>• Additional City staff time will be required to monitor that inoperable/unregistered vehicles, RV's, and commercial vehicles are not being parked or stored in the front yard areas.</li></ul> | <ul style="list-style-type: none"><li>• Additional parking can be achieved by minimizing the allowed width of curb cuts and requiring a minimum of 2 off street spaces.</li><li>• Provides an increase in off-street parking needed to offset ADU effects on neighborhoods.</li><li>• Curb cuts can be designed to maintain ADA compliant sidewalks.</li><li>• Increased stormwater runoff can be mitigated by the use of permeable pavement.</li><li>• Landscaping standards can be required to help mitigate the aesthetics of front parking areas.</li><li>• New curb cuts would not be allowed for front yard parking of commercial vehicles, Recreational Vehicles or inoperative/unregistered vehicles.</li></ul> |

The proposed policy replicates the Bartolo Square curb cut program which allows curb cuts for properties with alleyway access, with some modifications:

1. Requires that permeable pavement be utilized at new driveways and that no more than 50% of the front yard area be paved.
2. Requires that existing paved front yards be reduced to a maximum of 50% of the front yard area.
3. Requires that the applicant demonstrate that they can park 2 vehicles off street in order to allow the curb cut, since the curb cut itself causes the loss of 1 on-street parking space at a minimum.
4. Explicitly prohibits front yard parking of commercial vehicles, RV's, and inoperable/unregistered vehicles.
5. Requires the remaining front yard be brought into compliance with current Landscaping Standards.

## Areas for Committee Feedback

1. Staff recommends a citywide policy instead of a neighborhood specific policy. Is the Committee supportive of this recommendation
2. Staff recommends that the policy be reviewed after 2 years or 250 new curb cuts constructed, whichever comes first. Is the Committee supportive of these proposed review thresholds?
3. To improve the safety of the alleys, staff recommends inclusion of the installation of the alley lighting requirement of the Bartolo Square North, South, and Hill Street Curb Cut Pilot Program. Is the Committee supportive of this recommendation?
4. To support compliance with the “Attention to Detail” design guidelines, the Landscape Standards, and to mitigate stormwater runoff concerns, staff recommends that no more than 50% of the front yard area be paved. This could require the removal of existing hardscape in a front yard when a curb cut is constructed. Is the Council Committee supportive of this recommendation?



**QUESTIONS?**