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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
April 25, 2023
Regular Meeting - 8:30 to 10:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 813 7138 5842
3. Passcode: 306345

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

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

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

    a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
    b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
    c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

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

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

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

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

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE
Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the April 11, 2023 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department
SUBJECT: Trade Services Agreement 32300349 with Quinn Company, for Preventative Maintenance and On-Call Repairs for Portable Generators & Heavy Equipment. Specification No. PW 23-66. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Quinn Company for an amount not to exceed $840,000 for a three-year term for the maintenance of portable generators and heavy equipment.

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

video: https://youtu.be/C0wYjmK5cis
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Second Amendment to Agreement No. 9315-21-PW with Econolite Systems Incorporated for Traffic Signal Preventive, Emergency, and Non-Emergency Maintenance Services. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the execution of a Second Amendment to an Agreement with Econolite Systems Incorporated to increase the not to exceed amount from $300,000 to $500,000 for traffic signal preventive, emergency, and non-emergency maintenance services and extend the contract termination date to June 30, 2025.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/lyKms9p0TFE
Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: April 25, 2023

TO: Public Works and Transportation Committee

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the April 11, 2023 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 04 11 2023 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
April 11, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Member John C. Zaragoza 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 Assistant City Clerk called the roll and announced the posting of the agenda. Member Arthur Valenzuela and Member John C. Zaragoza were present in person.

Chair Bert Perello was absent.

Staff members present in person were Alexander Nguyen, City Manager; Michelle (Elle) McCarron, Assistant City Attorney; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Timothy Beaman, Supervising Civil Engineer; Roberto Serrato, Recycling Manager and Dee Lai, Assistant City Clerk.

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

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the March 28, 2023 regular meeting as presented.

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

D. REPORTS

1. Public Works Department
SUBJECT: Updates to the Five Year Capital Improvement Program for Fiscal Years 2022-2027.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council:

1. Approve and adopt updates to the 2022-2027 City of Oxnard Five Year Capital Improvement Program; and

DRAFT

2. Authorize project budget appropriations of $2,000,000 in Fiscal Year 2022-23 from the Capital Growth Fees Fund for the Fire Station 4 Rebuild Project (C1702/172201).

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

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

2. Public Works Department
SUBJECT: State of California's Corrective Action Plan for the City of Oxnard's Solid Waste Operations.
RECOMMENDATION: That the Public Works and Transportation Committee recommends that the City Council receive and file the State of California Senate Bill 619 Corrective Action Plan (CAP) for the City of Oxnard's Solid Waste Operations.

Brian Yanez, Assistant Public Works Director and Roberto Serrato, Recycling Manager presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

The 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, Member Zaragoza adjourned the meeting at 8:57 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Member

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: April 25, 2023

TO: Public Works and Transportation Committee

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

SUBJECT: Trade Services Agreement 32300349 with Quinn Company, for Preventative Maintenance and On-Call Repairs for Portable Generators & Heavy Equipment. Specification No. PW 23-66. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Quinn Company for an amount not to exceed $840,000 for a three-year term for the maintenance of portable generators and heavy equipment.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/C0wYjmK5cis

BACKGROUND

As part of normal operations, the Water, Wastewater, Stormwater, and Environmental Resources Divisions own and operate a multitude of heavy machinery and equipment. This equipment includes, but is not limited to skid-steers, skip loaders, excavators, backhoes, and backup generators. This equipment has commonly been used to move earth and sand, uncover underground utilities, and provide reliable power during power outages.

In an effort to keep these crucial pieces of equipment at an optimal operational capacity, the Public Works Department has set up an on-call agreement for regular and as-needed maintenance. The Public Works Department has been using this type of service for various divisions for the past nine years under a purchase order.

DISCUSSION

The Purchasing Department released a Request for Bid (RFB) PW23-66 for Preventative Maintenance and On-Call Repairs for Portable Generators & Heavy Equipment on December 29, 2022, with a bid due date of February 22, 2023. RFB PW23-66 received one bid from Quinn Company (Quinn).

The bid was reviewed by the Purchasing Division, AWPF, Wastewater, and Environmental Resources Divisions. Staff has determined Quinn to be a responsive bidder pursuant to the process outlined in the Oxnard Municipal Code. The RFB includes site-specific service requirements to ensure each individual location has the required level of service. Additionally, through this agreement, the City will be allowed to rent out heavy machinery from Quinn on an as-needed basis for emergencies and day to day operations.

Staff has confirmed that Quinn meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that the vendor is capable of satisfactorily providing the necessary services. Despite receiving only one bid, staff has determined that the amount is reasonable based upon current and past service with Quinn. Quinn is local to the Oxnard area and has previously provided good service.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement 32300349 shall not exceed $840,000 over the term of three years. The estimated annual spending plan is $280,000 commencing July 1, 2023. Funding for subsequent fiscal years will be requested during the annual budget process for the City Council's consideration.

ESTIMATED SPENDING PLAN					
Division	**Account**	**FY 23-24**	**FY 24-25**	**FY 25-26**	**Total**
Wastewater	6113615-53200	$35,000	$35,000	$35,000	$105,000
Stormwater	1143502-57000	$45,000	$45,000	$45,000	$135,000
Environmental Resources	6313636-52110	$40,000	$40,000	$40,000	$120,000
Environmental Resources	6313630-53200	$45,000	$45,000	$45,000	$135,000
Environmental Resources	6313636-57000	$25,000	$25,000	$25,000	$75,000
Water	6013600-53200	$20,000	$20,000	$20,000	$60,000
Fleet	7413750-55030	$50,000	$50,000	$50,000	$150,000
Facilities	7353740-57000	$20,000	$20,000	$20,000	$60,000
Total		**$280,000**	**$280,000**	**$280,000**	**$840,000**

Prepared by: Brian Yanez, Assistant Public Works Director, Steve Howlett, Assistant Public Works Director, Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32300349
2. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND QUINN COMPANY

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

1. SUMMARY DESCRIPTION OF SERVICES. On-Call Preventative Maintenance and Repairs for Portable Generator and Heavy Equipment Services

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Quinn Company ("SERVICE PROVIDER"), a corporation of the State of California, located at 801 Del Norte Blvd. Oxnard, California 93030

3. TERM OF AGREEMENT: From : July 1, 2023 To : June 30, 2024

3.1 Time is of the essence in this Agreement.

3.2 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with section 20 of this Agreement.

3.3 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT: $840,000

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Schedule of Services
Exhibit D: Insurance Requirements
Exhibit E: Living Wage Policy
Exhibit F: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Cliff Reilly	Name: Fernando Gonzalez
Title: Wastewater Maint. Manger	Title: Product Support Serv. Rep.
Phone: (805) 271-2228	Phone: (805) 278-8715
Email: cliff.reilly@oxnard.org	Email: fgonzalez@quinnpower.com
Mailing Address (if differs from above): 6001 Perkins Road Oxnard, California 93033	Mailing Address (if differs from above): 10006 Rose Hills Road City of Industry, California 90601

7. CONTRACTUAL PREREQUISITES.

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

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

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

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

8. SERVICE PROVIDER'S SERVICES.

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

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

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount that is listed in "Exhibit B." Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **pwinvoices@oxnard.org**.

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

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed

by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2 and 3.3, this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services

for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure

to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

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

23.2 The duty to defend is a separate and distinct obligation from SERVICE

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager

waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

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

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

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

27. CONFLICT OF INTEREST

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

28. [RESERVED] -

29. [RESERVED] -

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

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

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party’s own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☑John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, [2] Purchasing Manager Date

QUINN COMPANY

Spencer Quinn, Senior Vice President Date

Michelle Locke, CFO[3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

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

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

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

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Quinn Company)

SCOPE OF SERVICES

The Service Provider shall furnish all necessary labor, materials, equipment, and other incidental and appurtenant Work to provide Generator and Equipment Preventative Maintenance and Repair Services for the City of Oxnard.

The Service Provider is the Manufacturer's authorized sales and service provider for the products in the scope of work

The Service Provider is an authorized representative of the products in the scope of work in the territory/ local area where the service shall be performed.

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

PM Level 1 (Multi-Point Inspection)

- One (1) visit per year
- Comprehensive detailed inspection of unit(s)
- Check/ adjust all fluid levels and pressures for correct operation
- Check and inspect air cleaner restriction gauge and filter element
- Check primary source fuel tank for water with water finding paste
- Check Day Tank. Fuel Tank, Fuel line fittings for leaks
- Check cooling system hoses, caps, clamps for brittleness. leaks. cracks and weakness
- Check battery voltages, charging rates, fluids, and specific gravities/ ICV's
- Engine cranking batteries will be tested under start-up load for voltage drop
- Block Heater elements and inlet/outlet t-stats are checked for proper output and operation
- Engine Fan Drive and belts are inspected and adjusted for proper tension and condition
- Check Turbo Charger rotation/end play if necessary
- Check generator brushes for proper tension/setting as equipped
- Check and document Control Panel instruments for proper operation and values
- Grease bearings, fan shafts, linkages, and equipment fittings as required
- Hot oil sample taken and submitted for analysis
- Test safety alarms and contacts
- Run unit under load for up to 15 minutes when authorized by City
- Change crankcase oil, oil filter(s) fuel filter(s), water separator(s), as necessary
- Change air filter if necessary
- Submit report to City

REPAIR AND MAINTENANCE WORK

The City reserves the right to remove and/or add equipment to the agreement based on the needs of the City.

Scheduled

The Service Provider must verbally respond within 24 hours of telephone notification by the City. The scope of Work and schedule shall be mutually agreed to between City staff and service provider before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

Non-Scheduled Urgent

The Service Provider must verbally respond within one hour of telephone notification by the City. The scope of Work and schedule shall be mutually agreed to between City staff and service provider before work begins. Work under this category shall include weekends, holidays, and be between the hours of 5:01 pm and 7:59 am. All costs for labor for these requests shall be included in the Bid Sheets.

EQUIPMENT RENTAL (non-emergency & emergency)

City may require equipment rental of Wheel Loaders, Skid Steers, Forklifts, Generators, Engines and other related or ancillary equipment. Rental equipment during regular business hours (non-emergency) will be ready for pick-up or delivery to City locations within 4 hours of placement of order. Rental equipment after hours (emergency) weekends, and holidays. The Call-out minimum is 4 hours.

Payment

All Work will be pre-approved by the respective division's Project Manager prior to starting Work. Invoices shall include all materials, labor, and taxes. A separate invoice is required for each work request issued pursuant to the Contract. The Service Provider's markup on the purchase of materials or rental of equipment shall not exceed fifteen percent (15%) of the Service Provider's costs. The Service Provider shall only invoice for time spent at the locations of service. The City shall not pay for time spent in route or traveling to acquire parts or supplies unless approved by the Project Manager.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Quinn Company)

SCHEDULE OF COMPENSATION

A. PREVENTATIVE MAINTENANCE

DESCRIPTION	UNIT	PERIOD	PER HOUR RATE
Generator PMCS	Straight Time	Annual Service	$ 150.00
Generator PMCS	Overtime	Annual Service	$ 225.00
Generator PMCS	Double Time	Annual Service	$ 300.00
Air Compressor	Straight Time Only	Annual Service	$ 150.00
Trailer Mounted Pumps (2)	Straight Time Only	Annual Service	$ 150.00
Fork Lift (LP)	Straight Time Only	Annual Service	$ 144.00
80' Boom Lift	Straight Time Only	Annual Service	$144.00

B. ON-CALL REPAIRS

DESCRIPTION	UNIT	PER HOUR RATE
Repair Services (Straight Time)	8:00 AM – 5:00 PM (M-F)	$ 205.00
Repair Services (Straight Time)	After Hours (M-F)	$ 307.50
Repair Services (Straight Time)	Weekends, Holidays	$ 307.50
Repair Services (Overtime)	Anytime	$ 307.50
Repair Services (Double Time)	Anytime	$ 410.00
Emergency Call-Out (Straight Time)	Anytime	$ 205.00
Emergency Call-Out (Overtime)	Anytime	$ 307.50
Emergency Call-Out (Double Time)	Anytime	$ 410.00
Material Mark-up	Percentage Rate	% Variable
Other[1]		$

PREVENTATIVE MAINTENANCE PM1 (WITH OIL & FILTER CHANGES)

DIVISION	BRAND	MODEL	TYPE	SN #	# Of Units	PRICE
Water (Recycled Water)	Cummins	QSB7-G3	Generator	73123393	1	$1,661.76
Wastewater	Nissan	110	Forklift	JGIF4-940036	1	$783.97
Wastewater	CAT	GP30N	Forklift	AT13604902	1	$693.48
Wastewater	CAT	GP25N	Forklift	AT35A08116	1	$693.48
Wastwater	CAT	420ST	Backhoe	CAT00420LH 8T00386	1	$2,439.54
Wastewater	CAT	415IL	Backhoe	CAT00415PH 6L00453	1	$2,424.04
Wastewater	Genie	Z-45/25J	Manlift	Z452513A-48336	1	$1,395.34
Wastewater	MQ/ Isuzu	BR 4HK1X	Generator	7511670	1	$1,689.22
Wastewater	MQ/ Isuzu	BR 4HK1X	Generator	7511783	1	$1,689.22
Wastewater	MQ/ Isuzu	BR 4HK1X	Generator	7511784	1	$1,689.22
Wastewater	MQ/ Isuzu	BR 4HK1X	Generator	7512695	1	$1,689.22
Wastewater	John Deere	6090HFG06	Generator	9110165	1	$1,986.19
Wastewater	John Deere	6090HFG06	Generator	9110190	1	$1,412.05
Wastewater	John Deere	6090HFG06	Generator	RG6090U107 447	1	$2,127.35
Wastewater	Kubota/Atlas Copco	XAS185KDF T4	Air Comp	HOP058961	1	$1,489.77
Wastewater	Godwin	CD-1500	6 In Pump	16MPF09158 D051595	1	$1,489.77
Wastewater	Godwin	CD-1500	6 In Pump	16MPF09158 D051596	1	$1,489.77
Wastewater	CAT	320	Excavator	MYK00430	1	$2,320.47
Wastewater	John Deere	4045HF275 C	Air Comp	PE4045H376 314	1	$1,557.56

DIVISION	BRAND	MODEL	TYPE	SN #	# Of Units	PRICE
Environmental Resources	Caterpillar	950K	Wheel Loader	R4A02474/R4A02489	2	$6,009.10
Environmental Resources	Caterpillar	950M	Wheel Loader	MLJ03365/MPJLS03387	2	$5,705.08
Environmental Resources	Caterpillar	914	Wheel Loader	AJC3003387	1	$2,793.20
Environmental Resources	Caterpillar	262D	Skid Steer	DKDTB01219		$2,263.92
Environmental Resources	Caterpillar	262D3	Skid Steer	EZB202328/CBZ200329	2	$3,747.84
Environmental Resources	Hyster	H50	Forklift	H177B40019A	1	$738.35
Environmental Resources	CAT	2P5000	Forklift	AT3540411/AT3540412	2	$1,386.96
Environmental Resources	Mitsubishi	FG25NG	Forklift	AF17E02796	1	$693.48
Environmental Resources	CAT	GP40	Forklift	AT4011440/AT4011437	2	$1,277.94
Environmental Resources	Genie	S-85	Boom Lift 80'	S851613234	1	$3,409.17
Environmental Resources	Doosan	185 HP150	Air Comp	4FVCABAA9NU506023	1	$1,677.08
Environmental Resources	Caterpillar	262D	Skid Steer	LZB205422	1	$1,873.92

EXHIBIT C

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Quinn Company)

SCHEDULE OF SERVICES

ITEM #	DIVISION	LOCATION	BRAND	MODEL	TYPE	STATIONARY / PORTABLE	SN#	QTY
1	Water (Recycled Water)	5700 Perkins Rd. (AWPF)	Cummins	QSB7-G3	Generator	Portable	73123393	1
2	Wastewater	6001 Perkins Rd	Nissan	110	Fork Lift	Portable	JGIF4-940036	1
3	Wastewater	6001 Perkins Rd	CAT	GP30N	Forklift 1	Portable	AT13604902(CHASSIS #)	1
4	Wastewater	6001 Perkins Rd	CAT	GP25N	Forklift 2	Portable	AT35A08116(CHASSIS #)	1
5	Wastewater	6001 Perkins Rd	CAT	420ST	Backhoe	Portable	CAT 00420LH8T00386	1
6	Wastewater	6001 Perkins Rd	CAT	415IL	Skip loader	Portable	CAT00415PH6L00453	1
7	Wastewater	6001 Perkins Rd	Genie	Z-45/25J	Manlift	Portable	Z452513A-48336	1
8	Wastewater	6001 Perkins Rd	MQ/ Isuzu	BR-4HK1X	Generator	Portable	7511670	1
9	Wastewater	6001 Perkins Rd	MQ/ Isuzu	BR-4HK1X	Generator	Portable	7511783	1
10	Wastewater	6001 Perkins Rd	MQ/ Isuzu	BR-4HK1X	Generator	Portable	7511784	1
11	Wastewater	6001 Perkins Rd	MQ/ Isuzu	BR-4HK1X	Generator	Portable	7512695	1
12	Wastewater	6001 Perkins Rd	John Deere	6090HFG06	Generator	Portable	9110165	1
13	Wastewater	6001 Perkins Rd	John Deere	6090HFG06	Generator	Portable	9110190	1
14	Wastewater	6001 Perkins Rd	John Deere	6090HFG06	Generator	Portable	RG6090U107447	1
15	Wastewater	6001 Perkins Rd	Kubota/Atlas Copco	XAS185KDFT4	Air Comp	Portable	HOP058961	1

ITEM #	DIVISION	LOCATION	BRAND	MODEL	TYPE	STATIONARY / PORTABLE	SN#	QTY
16	Wastewater	6001 Perkins Rd	Godwin	CD-1500	6 in Pump	Portable	16MPF09158D 051595	1
17	Wastewater	6001 Perkins Rd	Godwin	CD-1500	6 in Pump	Portable	16MPF091700 51596	1
18	Wastewater	6001 Perkins Rd	CAT	320	Excavator	Portable	MYK00430	1
19	Wastewater	6001 Perkins Rd	CAT	262-D3	Skid steer	Portable	To be delivered 2023	1
20	Wastewater	6001 Perkins Rd	John Deere/ Sullair	4045HF2 75c	Air Comp	Portable	PE4045H37631 4	1
21	Environmental Resources	111South Del Norte Blvd.	Caterpillar	950K	Wheel Loader	Portable	R4A02474 R4A02489	2
22	Environmental Resources	111 South Del Norte Blvd.	Caterpillar	950M	Wheel Loader	Portable	MLJS03365 MPJ1S03387	2
23	Environmental Resources	111 South Del Norte Blvd.	Caterpillar	914	Wheel Loader	Portable	AJC3003387	1
24	Environmental Resources	111 South Del Norte Blvd.	Caterpillar	262D	Skid Steer	Portable	DKDTB01219	1
25	Environmental Resources	111 South Del Norte Blvd.	Caterpillar	262D3	Skid Steer	Portable	EZB202328 CBZ200329 LZB205422	3
26	Environmental Resources	111 South Del Norte Blvd.	Hyster	H50	Forklift	Portable	H177B40019A	1
27	Environmental Resources	111 South Del Norte Blvd.	Caterpillar	2P5000	Forklift	Portable	AT3540411 AT3540412	2
28	Environmental Resources	111 South Del Norte Blvd.	Mitsubishi	FG25NG	Forklift	Portable	AF17E02796	1
29	Environmental Resources	111 South Del Norte Blvd.	Caterpillar	GP40	Forklift	Portable	AT4011440 AT4011437	2
30	Environmental Resources	111 South Del Norte Blvd.	Genie	S-85	Boom Lift 80’	Portable	S851613234	1
31	Environmental Resources	111 South Del Norte Blvd.	Doosan	185 HP150	Air Comp	Portable	4FVCABAA9 NU506023	1

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Quinn Company)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-I

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

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

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

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

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

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

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

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of

all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

4/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPL

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

□ COMMERCIAL AUTO POLICY
□ BUSINESS AUTO POLICY
□ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

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

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

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

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

□ Broker/Agent □ Underwriter □ _____

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

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Quinn Company)

LIVING WAGE POLICY

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

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.22 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT F

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Quinn Company)

PREVAILING WAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

Trade Service Agreement 32300349 with Quinn Company for On-Call Preventative Maintenance and Repairs for Portable Generators and Heavy Equipment

Public Works and Transportation Committee,
April 25, 2023

Brian Yanez
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Quinn Company for an amount not to exceed $840,000 for a three-year term for the maintenance of department portable generators and heavy equipment.

BACKGROUND

As part of normal operations, Public Works Department owns and operates a multitude of heavy machinery and equipment. This equipment includes:

- Skid-steers
- Skip loaders
- Excavators
- Backhoes
- Backup generators

BACKGROUND

- This equipment is commonly used to move earth and sand, uncover underground utilities, and provide power during power outages.

- This vendor will establish regular routine maintenance schedules and be available on-call as needed.

- In addition, this agreement includes rental services for emergencies and for day to day operations.

DISCUSSION

- Solicitation PW 23-66 for Preventative Maintenance and On-Call Repairs for Portable Generators & Heavy Equipment:
  - Released by Purchasing on December 29, 2022
  - Bid due date of February 22, 2023.
  - Received one (1) bid from Quinn Company
- Quinn Company is local to the Oxnard area and has historically provided timely maintenance and rental services.

FINANCIAL IMPACT

- Agreement shall not exceed $840,000 over three years
- Estimated annual spending plan is $280,000 commencing July 1, 2023
- Funding for subsequent fiscal years will be requested during the annual budget process

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: April 25, 2023

TO: Public Works and Transportation Committee

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

SUBJECT: Second Amendment to Agreement No. 9315-21-PW with Econolite Systems Incorporated for Traffic Signal Preventive, Emergency, and Non-Emergency Maintenance Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the execution of a Second Amendment to an Agreement with Econolite Systems Incorporated to increase the not to exceed amount from $300,000 to $500,000 for traffic signal preventive, emergency, and non-emergency maintenance services and extend the contract termination date to June 30, 2025.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/lyKms9p0TFE

BACKGROUND

The City is responsible for the maintenance and operation of traffic signals, flashing beacons, and driver speed feedback radar signs on City-maintained roads.

Staff utilized a "piggy-back" solicitation option with the City of Thousand Oaks for signal maintenance services. In 2020, after a two-month Request for Proposal (RFP) process, the City of Thousand Oaks received signal maintenance proposals on April 15, 2020, from three companies and awarded a contract to Econolite Systems Incorporated (Econolite).

In July 2021, the City Manager authorized Agreement 9315-21-PW with Econolite for the initial amount not to exceed $200,000. A First Amendment to increase the not to exceed amount from $200,000 to $300,000 was authorized by the City Council on September 20, 2022.

DISCUSSION

Per the scope of the services, Econolite is required to provide all required tools, equipment, apparatus, facilities, and material to perform all work necessary to maintain the traffic signal equipment, flashing beacons, and driver speed feedback signs in compliance with current City/Caltrans standards and specifications. Econolite will perform routine maintenance services by qualified personnel at a preset rate per intersection and extraordinary or emergency maintenance services based upon agreed fee schedules.

The primary purpose of the contract is for Econolite to assist the City with carrying on a program of continuing comprehensive maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints,

and extend the useful life of the traffic signal equipment. During the past year the need to replace traffic signal equipment has increased due to knockdowns from traffic accidents. In addition, the cost of traffic related material has increased as has been seen in nearly all markets.

Staff recommends Econolite continue providing this maintenance work through the existing on-call agreement, avoiding additional potential cost increases.

The program that Econolite provides includes preventive maintenance two times per year for all the signalized intersections. Projects to be completed by Econolite are categorized as follows:

Scheduled Maintenance Work (primary purpose)

The scope of work and schedule shall be mutually agreed to between City staff and the Econolite before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

Non-Scheduled Urgent Repair Work (as-needed)

Econolite must be on the site within two hours of the notification and begin work immediately to the following events:

- Any signal controller malfunction
- Burned out red or green ball or arrow display
- Burned out or malfunctioning Pedestrian Walk Signal Indications

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total amount of this Second Amendment to Agreement 9315-21-PW with Econolite Systems Incorporated shall not exceed $200,000 with a new not to exceed contract amount of $500,000 for traffic signal preventative, emergency, and non-emergency maintenance services. To date, the City has spent approximately $268,000 on the existing agreement with Econolite. The annual estimated spending plan is $100,000 per year. Funds for Fiscal Year 2022-23 are available in the Fiscal Year 2022-23 Budget in the General Fund Traffic Signal Maintenance Division (1013102-53200) for these maintenance services. Funding for subsequent fiscal years will be requested during the annual budget process.

For Finance Use Only: General Fund (Org. 1013102, Obj. 53200)

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Second Amendment 9315-21-PW
2. First Amendment 9315-21-PW
3. Agreement 9315-21-PW
4. Presentation

SECOND AMENDMENT TO TRADE SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Econolite Systems Incorporated ("Vendor). This Second Amendment amends the Agreement entered into on August 1, 2023, by City and Consultant. The Agreement previously has been amended on September 20, 2022, by a First Amendment.

City and Consultant agree as follows:

1. The City's Project Manager in Section 7 of the Cover Page of the Agreement is hereby amended to "City Traffic Engineer."

2. The Contact Email in Section 12 of the Cover Page of the Agreement is hereby amended to "N/A."

3. The City Address for Notice in Section 11 of the Cover Page of the Agreement is hereby amended to:

"City of Oxnard
Attn: City Traffic Engineer
305 W. Third St. 2nd Floor,
Oxnard, CA 93030"

4. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to "$500,000."

5. The date in Section 5 of the Cover Page of the Agreement is hereby amended to "June 30, 2025."

6. The reference to the Rates and Costs Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Rates and Costs as of April 18, 2023, Exhibit. The Rates and Costs Exhibit is hereby disincorporated; instead, the Rates and Costs as of April 18, 2023, Exhibit is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

CITY OF OXNARD

☒John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Agent [2]

ATTEST:

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

APPROVED AS TO FORM:

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

ECONOLITE SYSTEMS INCORPORATED

Abbas Mahaddes, CEO Date

John W. Tracey, CFO[3] Date

1 The City Council must authorize and the Mayor must execute any agreement over $200,000.

2 The Purchasing Agent may execute any authorized agreement up to $200,000.

3 The City requires the following for any contract:

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

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

City of Oxnard Proposed Rates for 2023 / 2024 (Inclusive of 12.08% CPI)

	Description	Rates Per Hour					
	PM TASK	**0-75 Signals**	**76-150 Signals**	**151-225 Signals**	**226-300 Signals**	**301-375 Signals**	**376-750 Signals**
1	Semi Annual - Minor (Traffic Signals)	$ 202.57	$ 173.36	$ 172.42	$ 171.48	$ 170.54	$ 169.59
2	Semi Annual - Major (Traffic Signals)	$ 535.35	$ 458.17	$ 455.68	$ 453.19	$ 450.70	$ 448.22
3	Semi Annual - Major (Ped Crossings/ Radar Feedback, Decorative Lights)	$ 247.07	$ 240.23	$ 238.92	$ 237.61	$ 236.31	$ 235.01

	LABOR RATES	**ST**	**OT**	**DT**
4	Operations Superintendent	$ 128.83	$ 171.97	$215.10
5	Crew Leader	$ 128.83	$ 171.97	$215.10
6	Traffic Signal Technician - Field	$ 109.01	$ 141.34	$173.70
7	Traffic Signal Technician - Lab	$ 128.83	$ 171.97	$215.10
8	Traffic Signal - Laborer	$ 109.01	$ 141.34	$173.70

CPI-All Urban Consumers (Current Series)
Original Data Value

Series Id: CUURA421SA0,CUUSA421SA0
Not Seasonally Adjusted
Series Title: All items in Los Angeles-Riverside-Orange County,
Area: Los Angeles-Riverside-Orange County, CA
Item: All items
Base Period: 1982-84=100
Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.030
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567	277.303	279.832
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925	289.244	284.470	294.018
2022	301.209	302.164	306.679	308.302	310.649	314.072	313.415	313.608	315.033	317.014	314.633	312.601	310.782	307.179	314.384
2023	318.591														

Current CPI	318.591
Beginning of Agreement (or allowed Increase period)	280.116
Delta	38.48
% of Increase	12.08%

DocuSign Envelope ID: 0FD112F9-B67B-44F8-B604-40C13401D63A

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Econolite Systems Incorporated ("Vendor). This First Amendment amends the Agreement entered into on August 1, 2021, by City and Vendor.

City and Vendor agree as follows:

1. The City's Project Manager in Section 7 of the Cover Page of the Agreement is hereby amended to "Kumar Neppalli."

2. The Contact Email in Section 12 of the Cover Page of the Agreement is hereby amended to "kumar.neppalli@oxnard.org."

3. The City Address for Notice in Section 11 of the Cover Page of the Agreement is hereby amended to:

"City of Oxnard
Attn: Kumar Neppalli
305 W. Third St. 2nd Floor,
Oxnard, CA 93030"

4. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to "$300,000."

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

[Signatures on next page]

COUNCIL APPROVED
9/20/22
DATE

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

ECONOLITE SYSTEMS INCORPORATED

8/1/22
Abbas Mohaddes, CEO[2] Date

8/1/2022
John W. Tracey, CFO Date

[1]The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

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

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

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

DocuSign Envelope ID: 0FD112F9-B67B-44F8-B604-40C13401D63A

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

CITY OF OXNARD

9-2022

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

ATTEST:

R. Chaparro 9/20/22

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

APPROVED AS TO FORM:

7/6/2022

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

ECONOLITE SYSTEMS INCORPORATED

~~Michael C Doyle,~~ CEO[2] Date
Abbas Mohaddes

John W. Tracey, CFO Date

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DocuSign Envelope ID: 0FD112F9-B67B-44F8-B604-40C13401D63A

AGREEMENT/AMENDMENT REVIEW FORM

Please write in N/A for any section that is not applicable

Contractor/Vendor/Consultant: ECONOLITE SYSTEMS INCORPORATED **Agreement No:** 9315-21-PW

Address: 1250 N. TUSTIN AVE. ANAHEIM, CA 92807

Contact Name: RODNEY MATHIS **Email:** RMATHIS@ECONOLITE.COM **Phone:** 714-630-3700 **INS-** E

Committee Date: 7/26/2022 **Council Date:** 9/20/2022

Committee Agenda #: TBD **Council Agenda #:** TBD

Department: PUBLIC WORKS/ENGINEERING & TRANSPORTATION

Project Manager: KUMAR NEPPALLI

Phone: 805.385.8206

Email: kumar.neppalli@oxnard.org

Type of Agreement: TRADE SERVICES

Business Tax Cert No. 22 00128167

Secretary of State ID: 3199366

Agreement Term: 8/1/21-6/30/23

Termination Date: 6/30/23

Bid No.: NSS

Contingency Requested: $ 0

EISPM Funds [1] Requested: $ 0

Value of Agreement : $ 200,000

Amendment No: 1

Value of Amendment: $ 100,000

Current Agr. Val. (w/amendments) $ 300,000

P.O. No. (if existing agreement): 8294

Req. No. (if new agreement): n/a

Funding Source: General Fund - Traffic Division

Account No.[2]: 101-3102-803-8209

NSS Control #: 21-76

Purpose of Agreement/Amendment: AMENDMENT TO INCREASE THE AGREEMENT VALUE TO $300,000 FOR SIGNAL MAINTENANCE SERVICES PROVIDED BY ECONOLITE IN FY 22/23. THIS AMENDMENT WILL ALSO UPDATE THE CITY'S PROJECT MANAGER'S INFORMATION.

Review Sequence (please write in N/A for any steps not required)

	Initials	Date
1. Project Manager	N/A	6/~~27/2022~~ | 4:36 PM PD
2. Division Manager	LN	6/28/2022 | 8:24 AM PD
3. Assistant Department Director	TA	6/~~28/2022~~ | 8:30 AM P
4. Department Director	MJW	
5. General Accounting (for Leases only)	N/A	
6. Budget Management	TW	8/~~4/2022~~ | 11:21 AM PDT
7. Risk Management[3]	Amelia Pacheco	Aug 25, 2022
8. City Attorney	CB	9/6/2022
9. Contractor/Vendor/Consultant (signs contract; no need to initial this form)		
10. Buyer[5]	Jennifer Hetrick	Aug 26, 2022
11. Purchasing Manager[6]		
12. City Manager/ACM[7]		
13. Mayor[8]	PC	9/20/22
14. City Clerk[9]		

v2 Rev. 04/26/21

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: August 1, 2021

(2) Vendor: Econolite Systems Incorporated

(3) Services: Traffic Signal Preventative Maintenance, Urgent Maintenance Services, and Non-Emergency Maintenance as needed.

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

(5) Agreement Ending Date: June 30, 2023

(6) Total Agreement Amount: $200,000

(7) City's Project Manager: Philip Schwieder

(8) Vendor's Project Manager: Rodney Mathis

(9) Insurance Coverage: INS-E

(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:

Econolite Systems Incorporated
Attn: Rodney Mathis
1250 N. Tustin Ave
Anaheim, CA 92807

FOR CITY:

City of Oxnard
Attn: Philip Schwieder
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

RMathis@econolite.com

CITY'S PROJECT MANAGER:

Philip.schwieder@oxnard.org

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

☑ Scope of Services Exhibit
☑ Rates and Costs Exhibit
☑ Schedule of Services Exhibit
☑ Living Wage Policy Exhibit
☑ Prevailing Wages Exhibit
☑ Insurance Exhibit (INS-E)

AGREEMENT FOR TRADE SERVICES

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

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

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

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

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

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

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

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

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

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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 or active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

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

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

8/19/2021
☐ John C. Zaragoza, Mayor[1] Date
☒ Alexander Nguyen, City Manager
☐ Daniel W illhite, Purchasing Manager
☐ , Buyer

ATTEST:

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

APPROVED AS TO FORM:

7/26/21
Stephen M. Fischer, City Attorney (always required) Date

ECONOLITE SYSTEMS INCORPORATED

7-19-21
Rodney Mathis, Vice President[2] Date

7/19/2021
John W. Tracey, Chief Financial Officer Date

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

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

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

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

SCOPE OF SERVICES EXHIBIT

The qualified firm shall provide the City of Thousand Oaks and other Ventura County and City agencies with certified personnel, equipment, and materials to maintain the City's Traffic Signals and Control Equipment, In Pavement Crosswalk systems, Beacons, Pedestrian Safety Lighting and Rader Feedback Signs on a daily basis. The firm must have the resources and abilities to install various signal poles and controller cabinets. The scope of services may include, but are not limited to the following:

1. TECHNICAL SERVICES AND MAINTENANCE PERSONNEL

The Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, and material to perform all work necessary to maintain the traffic signals as listed in Document No. 1 and Document No. 2 (pages 26-29) in compliance with current Caltrans standards and specifications. A copy of Document No. 1 and Document 2 is attached and incorporated by reference as though fully set forth herein.

The contractor will perform routine maintenance services at a preset rate per intersection and extraordinary/emergency maintenance services based upon agreed fee schedules.

The Contractor shall provide regular field preventive maintenance, installation, and repair of controller assemblies/cabinets by qualified personnel that meet or exceed the following qualifications:

a. One Level Three field technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years' experience in traffic signal repairs.
b. One Level Two field technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years' experience in traffic signal repairs.
c. One Fiber Optics for Traffic Signal Systems Technician - Field Level Two Technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years' experience in traffic signal system with Fiber Optics. Technicians shall be available within 2 hours of call out.
d. One Level Two bench technician that is available within 2 hours of call out.
e. Familiar with programming and repair of all traffic signal controllers (TS1 and TS2 Type P Cabinets, Type R Cabinets, and Maryland Cabinets, primarily composed of ASC/2, ASC2S, ASC3 and Cobalt series controllers and related equipment). Technicians shall be trained and certified in software and hardware installation of Controllers systems including but not limited to ASC2S, ASC3 and Cobalt and McCain.
f. Familiar with pedestrian crosswalk systems and controllers (pedestrian crosswalks) programming and repairs.
g. Proficient in programming, repairs, modifications and testing of conflict monitors (CMU) and malfunction management units (MMU).
h. Familiar with basic traffic signal timing principals.
i. Proficient with video detection systems including installation of software and hardware. Technicians shall be trained and certified in software and hardware installation of video detection systems.
j. Proficient with hardware and software to install, splice and maintain Single Mode Fiber Optic (SMFO) cable, twisted pair copper hardwires and wireless communications technology including troubleshooting and adjustment of external and internal modems, videos servers ethernet switches.
k. Familiar with various battery backup systems to include installation, programming and testing procedures, and maintenance.
l. Familiar with the operations, installation and timing of Emergency Vehicle Preemption devices including hardware and software.
m. Ability to perform cabinet modifications and up-grades when necessary.

n. In order to provide maintenance capabilities during peak traffic hours, one technician shall be in the georgical area of Ventura County beginning work at 7:00 a.m. and another technician shall be in the georgical area of Ventura County at the end work at 6:00 p.m. daily Monday - Friday.
o. Technicians shall be available by phone 24-hours a day.
p. Technicians shall be trained and certified in Centralized Operations Software.

The Contractor shall provide a 24-hour service for knockdowns and emergencies. The Contractor shall provide a radio dispatch truck available 24 hours per day.

The Contractor shall provide each technician with cell phone service.

The Contractor shall have a complete traffic signal laboratory with a Certified Level II ISMA Bench Technician in Southern California and who is available to respond to a call out within 2 hours.

The Contractor shall keep and furnish a stock of common replacement parts when the original units are in the laboratory for repairs. The equipment may include but is not limited to the following: Signal controllers, 24VDC Power Supply, MMU's/CMU's, Flash Transfer Relays, Load Switches, Detectors, Video Processors, video detection units, battery backup system unit, etc.

The Contractor shall offer alternatives to existing equipment to meet the changing demand as it occurs and when directed by City.

Perform installations of knockdown replacement signal equipment including signal poles ranging from Type 1A to Type 60. Also install controller cabinets and Edison services cabinets.

The Contractor shall cooperate with the Public Works Department and Traffic Division staff in recalibrating signal timing and progression. The Contractor shall never change the timing of signals except under the direction of the Public Works Department or Traffic Engineer.

The Contractor shall provide and maintain an accessible software package that the City can access to provide live "real time" information on the progress of technician work of call outs and maintenance activity. Software shall also provide major components bar coded inventory, pictures of the materials and PDF's of intersection signal design and access to monthly billing,

The Contractor shall cooperate with emergency response personal (Police Department, Fire Department and responsible City department heads) in cases of emergency including placing signals in flashing operations for safety pruposes when directed and bringing signals out of flashing operation when directed.

The Contractor shall refer all questions from the public to either the Public Works Department or the Oxnard Police Department.

2. PREVENTIVE MAINTENANCE Major and Minor (PM)

The Contractor shall carry on a program of continuing comprehensive maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the equipment. The program shall include, but not be restricted to the following:

2.1 Bi-Annual PM - Minor Maintenance (traffic signals):

The Contractor shall provide preventive Minor Maintenance **two** times per year for the signalized intersections as listed in Document No. 1 (pages 26-28) and shall include, at a minimum, the listed items below (a - aa). The Contractor shall utilize a preventive maintenance checklist form approved by the City for each inspection. The Contractor shall provide one copy of the maintenance checklist to the City once every

six months in digital format, maintain a copy in the controller cabinet, and maintain a copy at the Contractor's office of records.

a) **Preventive Maintenance (PM) Checklist Form:** The Contractor shall maintain a copy of the Preventive Maintenance Checklist Form approved by the City at each intersection. The PM checklist form shall be completely filled out during each maintenance inspection and during any time the Contractor repairs the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, video detection, Battery Back Up, Emergency Vehicle Preemption, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).

b) **Controller Cabinet Mounting:** Check the snugness of the nuts on the cabinet anchor bolts, tighten, if necessary, being sure not to distort the cabinet door opening by over tightening.

c) **Controller Cabinet Foundation Seal:** If standing water or evidence of water is present inside the bottom of the cabinet, check the seal between the bottom of the foundation and the cabinet for deterioration, and report the need for a reseal as necessary.

d) **Door Gaskets:** Check all door gaskets on the controller cabinet, service cabinet and any other enclosures for evidence of moisture or deterioration. Report the need to completely replace any gaskets shown signs of leaking or deterioration.

e) **Cabinet Vents:** Check the vents in both the cabinet door and above the door, or at the top of the cabinet to ensure that they are free of any foreign material.

f) **Air Filter:** Vacuum, wash, replace or knock out the dust of filters. Take appropriate action based on condition of filter.

g) **Cabinet Fan:** Verify that cabinet fan(s) operate properly with a minimum of noise.

h) **Thermostat:** Verify that the cabinet fan thermostat is set at 96 degrees.

i) **Interior Light:** Verify the proper operation of the cabinet's interior light.

j) **Door Panel Harnesses:** Check the harnesses leading from the main panel to the police and auxiliary panels on the cabinet door to ensure they are not being pinched and do not bind against the cabinet door. Adjust, if necessary.

k) **Hinges and Locks:** Check for free movement of all doors, latching assemblies and locks on the controller cabinet, service cabinet and any other enclosures (battery backup cabinet). Use a minimum of oil or spray lubricant and remove any excess.

l) **Vacuum Cabinet:** Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the cabinet, including the police panel.

m) **Insect Infestation:** Check for signs of ants, wasps or other insects within the cabinet. Use appropriate insect traps or powders if any positive findings are discovered. More serious problems shall be reported to the City.

n) **Cabinet Grounding:** Using appropriate equipment, check annually the resistance between AC and ground.

o) **Service Connections:** Verify the neutral, ground and power connections are secure in the controller and service cabinets.

p) **Plug-In Components:** Check that each plug-in component (rack mount detectors, relays, load switches, etc.) fits tightly and securely.

q) **Ground Fault Receptacle:** Verify the proper operation of "Test" and "Reset" buttons on GFCI type outlets.

r) **Intersection Records:** Ensure that all intersection cabinet wiring diagrams are present and up to date. Maintain records in a weather proof sealable container.

s) **Controller Operation:** Manually place vehicle and pedestrian calls on each phase through the cabinet test switches or the controller keypad, to verify controller servicing of each active phase. Check controller logs for any faults that have occurred and take note for the file. Verify signal timing is current with timing sheet in cabinet. **Confirm controller time and dates are correct.** (Especially after day light savings time change). Provide updated timing sheet to City Traffic Engineer every three months. The controller shall have the latest software and firmware updated and a sticker shall be placed on the controller with the latest version.

t) **Conflict Monitor/Malfunction Management Unit:** Verify time and dates are correct in any CMU/MMU with an internal clock.

u) **Detector Operation (Loops):** Verify the detection zones for each detector by observing the turn-on of the appropriate detection indicator as a vehicle passes over the detector loop(s). Check also that a call is placed on the correct controller phase. Once a month, City staff will provide a list of troubled location to verify loops are detectable by bicycle. A bicycle shall be placed over leading loop and verified by technician that the detection is received.

v) **Detector Operation :** Verify camera operation by monitoring the vehicle call LED's on the Video Detection unit. Also, verify the calls going to the detector call page in the controller. The video detection shall have the latest software and firmware updated and a sticker shall be placed on the Mini Hub or other easily readable location within the cabinet with the latest version.

w) **Equipment Displays and Indicators:** Verify that all LED and LCD displays and indications on all cabinet equipment are working properly.

x) **Emergency Pre-Emption Devices:** Test any pre-emption devices for proper operation.

y) **System Telemetry:** Check the operation of telemetry on controller display, Axis Video Server, Fiber Optics Patch Panel, Rugged Com device, and any other supporting communications device if equipped, located in the cabinet. Report any malfunction immediately.

z) **Battery Back-Up System:** Check battery backup display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also, check battery level and load level displays. Test batteries quarterly. Make note if either is out of range. Keep records of events recorded and total battery run time between maintenance checks to help indicate problem intersections.

aa) **Check all battery connections to ensure they are clean and secure.**

2.2 Bi-Annual PM - Major Maintenance (traffic signals):

The Contractor shall provide preventive Major Maintenance **two** times per year for the signalized intersections as listed in Document No. 1(pages 26 -28). The Major Maintenance shall include task items listed below (a - o) and also include the Minor maintenance scheduled items (a-aa). The Contractor shall utilize a preventive maintenance checklist form approved by the City for each inspection. The Contractor shall provide one copy of the maintenance checklist to the City once every six months in digital format, maintain a copy in the controller cabinet, and maintain a copy at the Contractor's office of records.

a) **Battery Back-Up System (BBS Unit):**

1. Load test all batteries and record on paper and with silver marking pen on each battery the date and load test results.
2. Perform 15-minute test.
3. Verify bypass switch is operating properly
4. Verify BBS unit is set for 50 percent fully operational and 50 percent red flash.
5. Inspect and test battery charging system.

b) **Video Detection Units and Camera Surveillance Units:** Clean and polish all video detection systems camera lens and clean service power supply cable. Verify that video detection units are programmed correctly for vehicle detection, bicycle detection and counting locations as needed. Adjust video detection and video surveillance cameras or other detection units as needed for proper functioning of detection units and PTZ units.

c) **Signal Lens, Backplates,Video Detection & Battery Back-Up Maintenance:**Contractor shall clean and polish all signal lenses and reflectors, align all signal heads and adjust all mast arm mounted street name signs once a year. Paint traffic signal head back plates with black spray paint to ensure back plates are visible. Report any damaged or faded regulatory sign to Municipal Services Center (MSC) for appropriate repairs.

d) **Terminal Connections:** Test annually or following any wiring repair, each terminal screw by backing off slightly then retightening to confirm that it is secure.

e) **Check:** all pull boxes at intersections for structural defects, insect infestations, and properly secure. Replace any pull box lid that is cracked in half.

f) **Timing Sheets:** Verify timing sheets are in place at the controller. If they are not correct contact Public Works staff to verify differences. Provide copy of latest signal timing to City Traffic Engineer.

g) **Rust:** Report significant areas of rust on cabinet exterior and signal poles to City staff.

h) **Covers:** Verify that all pull box covers; hand hole covers, etc. are in place and secured.

i) **Pull Boxes:** Visibly check pull boxes for evidence of ants and gophers. Report any positive findings.

j) **CMU/MMU:** Perform Conflict Monitor Unit (CMU) or Malfunction Management Units (MMU) bench testing once a year. Provide print out of the results and that the unit has passed inspection and bench testing and place a copy of the document in the cabinet with other documents.

k) **Fiber Optic:** Perform visible inspection of the Single Mode Fiber Optic (SMFO) Lines to verify proper connection to patch panel, Axis Video Servers, Rugged Com device and other fiber connection points. Repair as needed.

l) **Transportation Management Center:** Confirm with City Traffic Engineer that communication devices are working with the Transportation Management Center (TMC) at City Hall or other locations. Communications devices include but are not limited to Video Detection, Controller, MMU, CMU, Emergency Vehicle Detection and Battery Backup Units. Provide assistance, as needed, to restore communications and video transmissions from field equipment to the TMC.

m) **Intersection Walk-Around:**

1. **General:** Remove any easily removed, unauthorized signs, stickers and posters and

note all graffiti existing on signal poles or equipment.
Notify City representative in writing of any graffiti on signal equipment.

2. **Signal Heads:** Verify that all vehicle and pedestrian heads properly display all indications and the signals are not damaged. Verify the alignment of all heads to the intended direction. Also, verify that all back plates, visors and doors are visibly secure. Report any landscaping (trees) that hinders the view of signal heads to City staff (signal heads should be visible from 300'). Contractor will be compensated for labor and material to replace malfunctioning displays with Caltrans approved LED units (red, yellow & green).

3. **Pedestrian Equipment:** Check all pedestrian push buttons (equestrian and bike buttons where provided) and signals by hand to ensure that they are securely mounted and operating properly. Replace damaged or malfunctioning buttons with larger size ADA type buttons as necessary. Contractor will be compensated for labor and material to replace malfunctioning displays with Caltrans approved LED

4. **Miscellaneous:** Check operation of safety lighting - manual test switch located in cabinet or cover photocell window with duct tape to see if lights come on.

5. Visibly check all signal mounted signs and advance warning signs/beacons for deterioration, proper mounting, alignment and operation. Report any landscaping (trees) that hinders the view of signs to City staff.

6. Check mounting hardware on street name signs for deterioration.

7. Check all detector loops for sealant deterioration, exposed wire, etc.

n. **Illuminated Crosswalks Devices, Beacons, RRFB, Feedback signs:**

1. Verify pedestrian detection systems push buttons are operating properly.
2. Check the snugness of the pole mounted cabinet. Make sure interior of cabinet is free of water, ants, and other potentially harmful substances.
3. Visibly check all mounted LED signs and advance warning LED signs for deterioration, proper mounting, alignment and operation. Report any landscaping (trees) that hinders the view of signs to City staff.
4. Note number of actuations on controller display.
5. Check all in pavement LED displays to ensure that they are secure and operating properly. Replace damaged or malfunctioning in pavement LED displays as needed.
6. Check in pavement LEDs for sealant deterioration, exposed wire,etc.

2.3 Semi - Annual PM (crosswalks, beacons, safety lighting and radar feedback signs):

The Contractor shall provide preventive maintenance **two** times per year for, crosswalks, beacons or radar feedback signs as listed in Document No. 2 (page 29) and shall include the listed items below (a-n). Currently there are 23 devices to maintain. The City will notify Contractor of any new installations to be added to the contract for bi-annual maintenance. The Contractor shall utilize a preventive maintenance checklist form approved by the City for each inspection. The Contractor shall provide one copy of the maintenance checklist to the City once every six months in digital format, maintain a copy in the controller cabinet, and maintain a copy at the Contractor's office of records.

a) **Battery Back-Up System (BBS Unit):**
Load test all batteries and record on paper and with silver marking pen on each battery the date and load test results. Perform 15-minute test. Verify bypass switch is operating properly. Verify BBS unit is set for 50 percent fully operational and 50 percent red flash. Inspect and test battery charging system.

b) **Video Detection:** Clean video detection camera lens and service power supply cable.
c) **Signal Lens, Video Detection Maintenance:**Contractor shall clean and polish all signal lenses and reflectors, align all signal heads and adjust all mast arm mounted street name signs once a year. Paint traffic signal head back plates with black spray paint to ensure back plates are visible. Contractor shall clean and polish all video camera lenses once a year.
d) **Terminal Connections:** Test, annually or following any wiring repair, each terminal screw by backing off slightly then retightening to confirm that it is secure.
e) **Check:** all pull boxes at intersections for structural defects, insect infestations, and properly secure. Replace any pull box lid that is cracked in half.
f) **Timing:** Verify timing charts to controllers. If they are not correct contact Public Works staff to verify differences.
g) **Rust:** Report significant areas of rust on cabinet exterior and signal poles to City staff.
h) **Covers:** Verify that all pull box covers; hand hole covers, etc. are in place and secured.
i) **Pull boxes:** Visibly check pull boxes for evidence of ants and gophers. Report any positive findings.
j) **CMU/MMU:** Perform Conflict Monitor Unit (CMU) or Malfunction Management Units (MMU) bench testing once a year. Provide print out of the results and that the unit has passed inspection and bench testing and place in cabinet with other documents.
k) **Fiber Optics:** Perform visible inspection of the Single Mode Fiber Optic (SMFO) Lines to verify proper connecting to patch panel, rugged com device and other fiber connection points. Repair as needed.
l) **Transportation Management Centralized Operations Center:** Confirm with City Traffic Engineer that communication devices are working with the Transportation ManagementCentralized Operations Center (TMC) at City Hall or other locations. Communications devices include, but are not but not limited to, Video Detection, Controller, MMU, CMU, Emergency Vehicle Detection and Battery Backup Units. Provide assistance, as needed, to restore communications and video transmissions from field equipment to the TMC.**Intersection Walk-Around:**
    - **General:** Remove any easily removed, unauthorized signs, stickers and posters and note all graffiti existing on signal poles or equipment. Notify the City representative of any graffiti observed on traffic signal equipment.
    - **Signal Heads:** Verify that all vehicle and pedestrian heads properly display all indications and the signals are not damaged. Verify the alignment of all heads to the intended direction. Also, verify that all back plates, visors and doors are visibly secure. Report anlandscaping (trees) that hinders the view of signal heads to City staff (Signal heads should be visible from 300'). Contractor will be compensated for labor and material to replace malfunctioning displays with Caltrans approved LED units (red, yellow & green).
    - **Pedestrian Equipment:** Check all pedestrian push buttons (equestrian and bike buttons where provided), beacons in ground warning devices and Rectangular Rapid Flashing Beacons (RRFB) to ensure that they are securely mounted and operating properly. Replace damaged or malfunctioning buttons with larger size ADA type buttons as necessary. Contractor will be compensated for labor and material to replace malfunctioning displays with Caltrans approved LED.
    - **Miscellaneous:** Check operation of safety lighting - manual test switch located in cabinet or cover photocell window with duct tape to see if lights come on.

Visibly check all signal mounted signs and advance warning signs/beacons for deterioration, proper mounting, alignment and operation. Report any landscaping (trees) that hinders the view of signs to City staff.

Check mounting hardware on street name signs for deterioration. Check all detector loops for sealant deterioration, exposed wire, etc.

m) **Illuminated Crosswalks Devices, Beacons, RRFB, Feedback signs:**

- Verify pedestrian detection systems push buttons are operating properly.

- Check the snugness of the pole mounted cabinet. Make sure the interior of the cabinet is free of water, ants, and other potentially harmful substances.
- Visibly check all mounted LED signs and advance warning LED signs for deterioration, proper mounting, alignment and operation. Report any landscaping (trees) that hinders the view of signs, signal head, beacons or other safety devices to City staff.
- Note number of actuations on controller display.
- Check all in pavement LED displays to ensure that they are secure and operating properly. Replace damaged or malfunctioning in pavement LED displays as needed.
- Check in pavement LEDs for sealant deterioration, exposed wire, etc.

3 ORDINARY MAINTENANCE OF TRAFFIC SIGNAL CONTROL EQUIPMENT

Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the traffic signal control equipment with like make and model parts for temporary and permanent replacements, except as individually agreed upon by the City.

No permanent change of control mechanisms shall be done without prior approval of the City. Whenever equipment is removed from the controller cabinet, the City shall be notified by phone within 24 working hours, except weekends and holidays.

Contractor agrees to notify the City Public Works Director or his authorized representative, in advance of any traffic signal turn-offs or turn-ons necessitated by Contractor's operations. Contractor shall not make said turn-off or turn-on without the approval of an authorized representative of the City Public Works Department.

All traffic signal controller equipment shall be maintained as recommended by the manufacturer.

The Contractor shall bear the cost for replacing any parts to the controller mechanisms under the provisions of the routine maintenance program. When entire controller mechanisms become obsolete or deteriorated to the point of being beyond repair, Contractor shall report such conditions to the City and provide satisfactory evidence that replacement is necessary. Contractor shall prepare estimates showing the cost breakdown of material and labor for replacement of such controller mechanisms and submit this information to the City. Replacement of an entire controller mechanism, if ordered by City will be paid for as extra work.

Compensation for extra work identified below will be paid in accordance with Schedules A and B. Extra work includes but is not limited to the following (3.1 thru 3.7):

3.1 NEW INSTALLATIONS

Contractor shall maintain any additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the City. Refer to Section 6.1 for Compensation.

3.2 TRAFFIC SIGNAL AND PEDESTRIAN SIGNAL INDICATIONS

Contractor shall replace or repair standard traffic signal (red, yellow & green) and pedestrian signal display units as they malfunction upon authorization from the City. All traffic signal and pedestrian indications shall be Caltrans approved LED units only.

3.3 WARRANTY SERVICE

During the period of warranty, the Contractor shall make all communications between manufacturer, installing contractor and the City regarding any warranty service. Contractor shall notify the City of any undue delays in response by the manufacturer or installing Contractor and details of each incident.

Except for the manufacturer's factory warranty, the Contractor disclaims all warranties with respect to materials supplied hereunder, and further disclaims any and all liability for failure to perform or delay in performance hereunder where the same is due in whole or in part to any cause beyond Contractor's reasonable control, such as, fire, flood, earthquake, lightening, and labor strikes.

3.4 URGENT SERVICE

The Contractor shall respond to the identified location within two (2) hours after the City first notified the Contractor's representative of the following events:

(1) Any signal controller malfunction
(2) Burned out red or green ball or arrow display
(3) Burned out or malfunctioning Pedestrian Walk Signal Indications
(4) Signal equipment knockdowns
(5) Other situations that are potentially hazardous to public safety

The replacement of burned-out lamps need not be on an emergency basis provided that there is one (1) such signal indication still operative for each direction of travel. Such replacements shall be completed within twenty-four
(24) hours.

Contractor shall notify the City within twenty-four (24) working hours of any change in traffic signal operation caused by controller replacement, timing changes, loss of master controller or traffic collisions. Emergency calls that require replacement of equipment will not require approval from City before such replacements are commenced. The contractor shall provide additional staffing where responding technician cannot handle emergency work alone (knockdowns, wire pulls, etc.).

Contractor shall maintain a single local telephone where they can be reached twenty-four (24) hours per day. This telephone number shall be made available to all persons designated by the City.

To distinguish between a regular maintenance call and an emergency call, the City Police Department shall use the phrase, "this is an emergency call" or words to that effect when calling the Contractor's 24-hour answering service.

3.5 MONITORING EMERGENCY CALLS

At the time the Contractor's representative is notified of an emergency by the City, he shall call the designated representative from the Traffic Engineering Division. If the designated representative is not available, the following numbers are available to verify that the Contractor's representative has received the call:

TIME	TELEPHONE NO.
4:30 p.m. - 7:00 a.m. (M-F),	(805) 247-8912 - PW- Streets Division
24hrs weekends, holidays, and Off Fridays (Every other Friday)	(805) 414-0893 - Philip Schwieder

The City Representative is Timothy Bochum, Traffic Engineer - (805) 385-8206.

Upon completion of emergency work, the Contractor shall contact the above telephone numbers and inform the City that the emergency work has been completed.

3.6 NON-EMERGENCY SERVICE

All other non-emergency calls shall be responded to within 24 hours or as mutually agreed upon between the City and Contractor for each individual services call.

3.7 SIGNAL UPGRADES AND INSTALLATIONS

The Contractor shall, if requested, install, modify and/or upgrade traffic signals or electrical or mechanical traffic control or traffic safety devices. All additional work shall be performed to the satisfaction of the City.

No additional work shall be commenced or undertaken by Contractor unless and until the same is authorized in writing by the City. Said written authorization is a condition precedent to the Contractor's entitlement to reimbursement. Additional work shall be performed in accordance with the Caltrans Standard Plans (current) and Section 86 of the Caltrans Standard Specifications (current) for the State of California, Department of Transportation and the City of Thousand Oaks Public Works special provisions. This work shall be performed within a time limit established by the City and for a mutually agreed upon price.

City shall retain the right to perform any additional work by use of City forces or, in the alternative, to advertise such work for bids.

4. RECORDS

4.1 INTERSECTION RECORDS

a) **Inventory List:** At each intersection the Contractor shall maintain an inventory list of the equipment in the controller cabinet. The inventory list shall include the model, manufacture, serial number and quantity of each piece of equipment and installation date. The inventory list shall be continually updated and maintained within the Contractors' maintenance software.

b) **Preventive Maintenance (PM) Checklist Form:** The Contractor shall maintain a copy of the Preventive Maintenance Checklist Form approved by the City at each intersection. The PM checklist form shall be completely filled out during each quarterly maintenance inspection and during any time the Contractor repairs the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, video detection, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).

4.2 MONTHLY ACTIVITY REPORT

The Contractor shall provide a computerized monthly activity report to the City Traffic Engineering Division of the Public Works Department by the fifteenth working day of each month for the previous month. The report shall be provided both as a printout and as a Microsoft Excel Spreadsheet compatible computer file transmitted by e-mail or on a media storage unit (Flash Drive) and shall include the following:

(a) Time the service calls were received by Contractor, time arrived at the intersection, the response time, the number of hours spent for each repair and a special listing of intersections with three calls in one month.

(b) A complete record of all work that was performed on the City traffic signal equipment during the previous month including the make model, and serial number of any major components or other equipment that was newly installed at each intersection.

(c) Time and date the PM work was performed.

4.3 PENDING REPAIR LIST

The Contractor shall provide a monthly report of all pending repair work needed at each intersection.

5. MEETINGS

The Contractor's technician shall be available to meet with the City Traffic Engineering Division representative on a weekly basis at a mutually agreed upon time and place in the City of Thousand Oaks to review each week's maintenance activities. The Contractor's maintenance supervisor shall be similarly available to meet with the City's Traffic Engineering representative on a quarterly basis.

RATES AND COSTS EXHIBIT

CITY OF OXNARD

	# of Signals 0-75 (1) ISMA Level 3	# of Signals 76-150 (1) ISMA Level 3 (1) ISMA Level 2	# of Signals 151-225 (2) ISMA Level 3 (1) ISMA Level 2	# of Signals 226-300 (2) ISMA Level 3 (2) ISMA Level 2	# of Signals 301-375 (3) ISMA Level 3 (2) ISMA Level 2	# of Signals 376-450 (3) ISMA Level 3 (3) ISMA Level 2	# of Signals 451-525 (4) ISMA Level 3 (3) ISMA Level 2	# of Signals 526-600 (4) ISMA Level 3 (4) ISMA Level 2	# of Signals 601-675 (4) ISMA Level 3 (4) ISMA Level 2	# of Signals 676-750 (5) ISMA Level 3 (4) ISMA Level 2
Semi Annual - Minor (Traffic Signals) Section 2.1 - Preventive Maintenance 2 times per year. Cost per year/intersection	$180.74	$154.68	$153.84	$153.00	$152.16	$151.32	$151.32	$151.32	$151.32	$151.32
Semi Annual - Major (Traffic Signals) Section 2.2 - Preventive Maintenance 2 times per year. Cost per year/intersection	$477.66	$408.80	$406.58	$404.36	$402.14	$399.92	$399.92	$399.92	$399.92	$399.92
Semi Annual - Major (Ped Crossings/Radar Feedback, Decorative Lights) Section 2.3 - Preventive Maintenance -2 times per year. Cost per year/intersection	$220.45	$214.34	$213.18	$212.01	$210.85	$209.69	$209.69	$209.69	$209.69	$209.69
Operations Superintendent Hourly - Strait Time (7 AM - 7 PM)	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95
Operations Superintendent Hourly -Overtime Time (7 PM - 7 AM)	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44
Operations Superintendent Hourly -Double Time	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92
Crew Leader Hourly - Strait Time (7 AM - 7 PM)	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95
Crew Leader Hourly -Overtime Time (7 PM - 7 AM)	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44
Crew Leader Hourly -Double Time	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92

Extra Work:(***)

	# of Signals 0-75 (1) ISMA Level 3	# of Signals 76-150 (1) ISMA Level 3 (1) ISMA Level 2	# of Signals 151-225 (2) ISMA Level 3 (1) ISMA Level 2	# of Signals 226-300 (2) ISMA Level 3 (2) ISMA Level 2	# of Signals 301-375 (3) ISMA Level 3 (2) ISMA Level 2	# of Signals 376-450 (3) ISMA Level 3 (3) ISMA Level 2	# of Signals 451-525 (4) ISMA Level 3 (3) ISMA Level 2	# of Signals 526-600 (4) ISMA Level 3 (4) ISMA Level 2	# of Signals 601-675 (4) ISMA Level 3 (4) ISMA Level 2	# of Signals 676-750 (5) ISMA Level 3 (4) ISMA Level 2
Traffic Signal Technician - Field Hourly - Strait Time (7 AM - 7 PM)	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26
Traffic Signal Technician - Field Hourly -Overtime Time (7 PM - 7 AM)	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11
Traffic Signal Technician - Field Hourly -Double Time	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98
Traffic Signal Technician - Laboratory Hourly - Strait Time (7 AM - 7 PM)	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95
Traffic Signal Technician - Laboratory Hourly -Overtime Time (7 PM - 7 AM)	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44
Traffic Signal Technician - Laboratory Hourly -Double Time	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92
Traffic Signal - Laborer Hourly - Strait Time (7 AM - 7 PM)	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26
Traffic Signal - Laborer Hourly -Overtime Time (7 PM - 7 AM)	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11
Traffic Signal - Laborer Hourly -Double Time	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98

Extra Work:(***)

SCHEDULE OF SERVICES EXHIBIT

Provide traffic signal preventative maintenance, urgent maintenance, and non-urgent maintenance as required. Work to be done at all signalized intersections within City limits.

	INTERSECTION	Cabinet	Fiber Hub	FIBER BBS	Controller type			BBS	Battery GOOD	ALPHA	CCTV	Video Detection
					170E	170 ATC	FLeX	ON/OFF				
1	3rd St. & Garfield Av.	332				x		x				x
2	A St. & 2nd St.	332				x		x				
3	A St. & 3rd St.	332				x		x				
4	A St. & 4th St.	332				x		x				
5	A St. & 5th St.	332				x		x				
6	A St. & 6th St.	332				x		x				
7	Auto Center Dr. & Los Olivos	332					x	x	X	X		x
8	Auto Center Dr. & Paseo Mercado	332				x		OFF				x
9	Auto Center Dr. & Ventura Blvd.	332				x		x				
10	B St. & 4th St.	332				x		OFF				
11	B St. & 6th St.	332				x		x				
12	C St. & 2nd St.	332				x		x				
13	C St. & 3rd St.	332			x			x				
14	C St. & 4th St.	332				x		x				

15	C St. & 5th St.	332				x		x	X	X		
16	C St. & 6th St.	332				x		x				
17	C St. & 7th St.	332				x		x				
18	C St. & 9th St.	332				x		x				
19	C St. & Channel Islands Blvd.	332				x		x	X	X		
20	C St. & Gonzales Rd.	332				x		x	X	X		x
21	C St. & Hill St.	332			x			OFF			x	
22	C St. & Pleasant Valley Rd.	332				x		x	X	X		
23	C St. & Wooley Rd.	332	X	X		x		x	X	X		
24	Camino Del Sol & Kohala St.	332				x		N/A			x	
25	Channel Islands Blvd. & Albany Dr.	332				x		x				
26	Channel Islands Blvd. & Cloyne/Gisler	332			x			x			x	
27	Channel Islands Blvd. & Dupont St.	332			x			x			x	
28	Channel Islands Blvd. & Hwy 1	332						x	X	X		
29	Channel Islands Blvd. & J St.	332				x		x	X	X	x	
30	Channel Islands Blvd. & M St.	332				x		x				
31	Channel Islands Blvd. & Peninsula Rd.	332				x		x				
32	Channel Islands Blvd. & Statham Blvd.	332				x		x				

33	Del Norte Blvd. & Camino Del Sol	332				x		x	X	X		
34	Del Norte Blvd. & Sturgis Rd.	332				x		x				x
35	Esplanade & Food For Less	332				x		x				x
36	Forest Park Blvd. & Gargonne/River Park Blvd.	332				x		x				X
37	Forest Park Blvd. & Thames River Dr.	332				x		x				
38	Gonzales Rd. & Campus Rd.	332			x			x				
39	Gonzales Rd. & Entrada Dr.	332				x		x				
40	Gonzales Rd. & Gallatin Pl.	332				x		x				
41	Gonzales Rd. & H St.	332				x		OFF				x
42	Gonzales Rd. & Lantana St.	332				x		x				
43	Gonzales Rd. & Lombard St./Outlet Center	332			x			x				x
44	Gonzales Rd. & Lowe's Driveway	332				x		x				x
45	Gonzales Rd. & Merion Way	332			x			x				
46	Gonzales Rd. & Patterson Rd.	332				x		x	X	X		
47	Gonzales Rd. & Snow Ave.	332			x			x				
48	Gonzales Rd. & Solar Dr.	332				x		N/A				x
49	Gonzales Rd. & Wal-Mart Driveway	332				x		x				
50	Gonzales Rd. & Williams Dr.	332			x			x				x

51	H St. & 5th St.	332				x		x				
52	Harbor Blvd. & 5th St.	332				x		x				
53	Harbor Blvd. & Channel Islands Blvd.	332				x		x				
54	Harbor Blvd. & Costa De Oro	332				x		x				
55	Harbor Blvd. & Wooley Rd.	332				x		N/A				
56	Hobson Way & 7th St.	332				x		x				
57	Hobson Way & 9th St.	332				x		x	X	X		
58	Hueneme Rd. & Arcturus Ave.	332				x		x				
59	Hueneme Rd. & Edison Dr.	332				x		x				
60	Hueneme Rd. & J St.	332			x			x	X	X		
61	Hueneme Rd. & Perkins Rd.	332				x		x			x	
62	K St. & 5th St.	332			x			x				
63	Meta St. & 5th St.	332				x		x				
64	Oxnard Blvd. & 1st St.	332				x		x				
65	Oxnard Blvd. & 2nd St.	332				x		x				
66	Oxnard Blvd. & 4th St.	332				x		x				
67	Oxnard Blvd. & 5th St.	332				x		x	X	X	x	
68	Oxnard Blvd. & 6th St.	332				x		x				

69	Oxnard Blvd. & 7th St.	332				x		x				
70	Oxnard Blvd. & Citrus Grove Ln.	332				x		x				
71	Oxnard Blvd. & Colonia Rd.	332				x		OFF				
72	Oxnard Blvd. & Cooper Rd.	332				x		x				
73	Oxnard Blvd. & Date St.	332				x		x				
74	Oxnard Blvd. & Esplanade Center/Wagon Wheel Rd.	332				x		x	X	X		x
75	Oxnard Blvd. & Glenwood Dr.	332				x		x				
76	Oxnard Blvd. & Gonzales Rd.	332	X	X		x		x	X	X	x	x
77	Oxnard Blvd. & Robert Ave.	332				x		x				
78	Oxnard Blvd. & Rose Av.	332				x		x	X	X		
79	Oxnard Blvd. & Statham Blvd.	332				x		x				
80	Oxnard Blvd. & Vineyard Ave.	332			x			x	X	X	x	
81	Oxnard Blvd. & Wooley Rd. (5 PTS)	332				x		x			x	x
82	Oxnard Blvd. & Clyde River Pl.	332				x		x				x
83	Oxnard Blvd. & Town Center Dr.	332						x	X	X		
84	Patterson Rd. & 5th St.	332			x			x				
85	Patterson Rd. & Hemlock St.	332			x			x				
86	Patterson Rd. & Wooley Rd.	332			x			x				

87	Pleasant Valley Rd. & Bard Rd.	332				x		x				
88	Pleasant Valley Rd. & Beaumont Ave.	332			x			OFF				
89	Pleasant Valley Rd. & Cloyne/Giesler	332				x		x				
90	Pleasant Valley Rd. & J St.	332				x		x	X	X		
91	Pleasant Valley Rd. & Olds Rd.	332				x		OFF				
92	Pleasant Valley Rd. & Perkins Rd.	332				x		x			x	
93	Pleasant Valley Rd. & Saviers Rd.	332	X	X		x		x	X	X	x	x
94	Pleasant Valley Rd. & Squires Dr.	332				x		x				
95	Rice Ave. & Camino Del Sol	332				x		x	X	X		
96	Rice Ave. & Gonzales Rd.	332			x			x	X	X		
97	Rice Ave. & Latigo Ave.	332				x		x				
98	Rice Ave. & Sturgis Rd.	332			x			x				
99	River Park Blvd. & Town Center Dr.	332			x			x				
100	Rose Ave. & 1st/St. Lucia	332				x		OFF			x	
101	Rose Ave. & 3rd St.	332				x		x			x	
102	Rose Ave. & 5th St.	332				x		x	X	X		
103	Rose Ave. & Auto Center Dr.	332				x		x			x	x
104	Rose Ave. & Bard Rd.	332			x			x				

105	Rose Ave. & Camino Del Sol	332				x		x			x	
106	Rose Ave. & Cesar Chavez	332			x			x				
107	Rose Ave. & Channel Islands Blvd.	332				x		x			x	x
108	Rose Ave. & Eastman Ave.	332				x		x				
109	Rose Ave. & Emerson Ave.	332			x			x			x	x
110	Rose Ave. & Gary	332					x	x	X	X		x
111	Rose Ave. & Gonzales Rd.	332	X	X		x		x			x	x
112	Rose Ave. & Lockwood St.	332				x		x				
113	Rose Ave. & Pleasant Valley Rd.	332				x		x	X	X		x
114	Rose Ave. & Raiders Way	332			x			x				
115	Rose Ave. & San Gorgonio Ave.	332			x			x				
116	Rose Ave. & Wooley Rd.	332			x			x	X	X		
117	Santa Clara Rd. & Ventura Blvd.	332			x			x	X	X		
118	Saviers Rd. & Bard Rd.	332				x		x				x
119	Saviers Rd. & Bryce Canyon/Thomas	332				x		x				x
120	Saviers Rd. & Channel Islands Blvd.	332	X	X		x		x	X	X	x	x
121	Saviers Rd. & Elm St.	332				x		OFF				x
122	Saviers Rd. & Hill St.	332				x		x				

123	Saviers Rd. & Hueneme Rd.	332				x		x	x	X	x	
124	Saviers Rd. & Laurel St.	332				x		x				x
125	Saviers Rd. & Yucca St.	332				x		x				x
126	Southampton Pl. & 5th St.	332				x		x				
127	Town Center & The Landing	332					x	x				x
128	Ventura Rd. & 2nd St.	332				x		N/A				
129	Ventura Rd. & 5th St.	332				x		x				
130	Ventura Rd. & 7th St.	332				x		x				
131	Ventura Rd. & 9th St.	332				x		x				
132	Ventura Rd. & Bay Blvd.	332				x		x				
133	Ventura Rd. & Bevra Ave.	332			x			x				x
134	Ventura Rd. & Channel Islands Blvd.	332				x		x				x
135	Ventura Rd. & Devonshire Dr.	332				x		x	X	X		
136	Ventura Rd. & Doris Ave.	332				x		x				
137	Ventura Rd. & Gonzales Rd.	332	X	X		x		OFF			x	x
138	Ventura Rd. & Hemlock St.	332				x		OFF			x	x
139	Ventura Rd. & Hill St.	332				x		x				
140	Ventura Rd. & Holly Ave.	332				x		x				x

141	Ventura Rd. & Ivywood Dr.	332				x		x				
142	Ventura Rd. & Stone Creek Dr.	332				x		x	X	X		x
143	Ventura Rd. & Town Center Dr.	332				x		x				x
144	Ventura Rd. & Vineyard Ave.	332				x		x				x
145	Ventura Rd. & Wagon Wheel Rd.	332				x		x				
146	Ventura Rd. & Wooley Rd.	332	X	X		x		x				
147	Victoria Ave. & 5th St.	332				x		x				
148	Victoria Ave. & Channel Islands Blvd.	332				x		x				x
149	Victoria Ave. & Curlew Way	332			x			x				
150	Victoria Ave. & Doris Ave.	332				x		x	X	X		
151	Victoria Ave. & Gonzales Rd.	332				x		OFF				x
152	Victoria Ave. & Gum Tree St.	332				x		x				x
153	Victoria Ave. & Hemlock St.	332				x		OFF				x
154	Victoria Ave. & Ketch Ave.	332				x		x				
155	Victoria Ave. & Leeward Way	332				x		x				
156	Victoria Ave. & Wooley Rd.	332				x		x				
157	Vineyard Ave. & Esplanade Dr.	332				x		x				
158	Vineyard Ave. & H St.	332			x			x	X	X		

159	Wooley Rd. & Commercial Ave.	332				x		x				
160	Wooley Rd. & J St.	332				x		x	X	X		
161	Wooley Rd. & Offshore Dr.	332			x			x				
162	Wooley Rd. & Pacific Ave.	332				x		OFF				
	Yucca St. & J St. Luminaires only (no meter)											
	Rose Ave. & Sorroco Way Luminaire only											
	Oxnard Blvd.& Esplanade Roadway luminaires											
	x = CCTV not connected to TMC											
	x = Scheduled for FleX Upgrade											
	x= Video Detection not connected to TMC											

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITH BUILDER'S RISK REQUIREMENT)

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

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

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;"

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

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

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

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

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

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

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

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

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.

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-E.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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
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

SAMPLE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

COVERAGES

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
Telephone: (___) _____

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

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

a. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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SUBMIT IN DUPLICATE

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

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

PRODUCER

Telephone:
NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

OTHER PROVISIONS

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

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

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

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

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

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

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

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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LIVING WAGE POLICY EXHIBIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

PREVAILING WAGES EXHIBIT

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

Second Amendment to Agreement No. 9315-21-PW with Econolite Systems Incorporated for Traffic Signal Preventive, Emergency and Non-Emergency Maintenance Services

Public Works and Transportation Committee
April 25, 2023

Debbie O'Leary
Transportation Planner, Interim Transportation & Mobility Services Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to an Agreement with Econolite Systems Incorporated to increase the not to exceed amount from $300,000 to $500,000 for traffic signal preventive, emergency, and non-emergency maintenance services and extend the contract termination date to June 30, 2025.

BACKGROUND

- In July 2021, the City signed an agreement (9315-21-PW) with Econolite using a "piggy-back" option contained within the City of Thousand Oaks solicitation for signal maintenance services
- Agreement was authorized by the City Manager for the initial amount not to exceed $200,000, and amended on September 20, 2022 by City Council for a new not to exceed amount of $300,000
- City has spent approximately $268,000 on the existing agreement with Econolite as of March, 28, 2023
- Request to increase the contract amount to $500,000 total, and extend termination date to June 30, 2025

DISCUSSION

- The primary purpose of the contract is for Econolite to assist the City with carrying on a program of comprehensive maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the traffic signal equipment

- The program includes preventive maintenance two times per year for all the signalized intersections at a pre-set rate, per intersection and to perform emergency maintenance services based upon agreed fee schedules

- Maintenance work is performed on signal controllers, burned out traffic signal lights, flashing pedestrian beacon lights or speed feedback signage

DISCUSSION

DISCUSSION

- Over the past year the need to replace traffic signal equipment has increased due to knockdowns from traffic accidents
- Cost of material has also increased as has been seen in nearly all markets
- Econolite can continue providing the necessary maintenance work through the existing on-call agreement, avoiding additional potential cost increases

FINANCIAL IMPACT

- Total amount of this Second Amendment to Agreement 9315-21-PW with Econolite Systems Incorporated shall not exceed $200,000 with a new not to exceed contract amount of $500,000
- To date, the City has spent approximately $268,000 on the existing agreement with Econolite. The annual estimated spending plan is $100,000 per year
- Funds for Fiscal Year 2022-23 are available in the Fiscal Year 2022-23 Budget in the General Fund Traffic Signal Maintenance Division (1013102-53200) for these maintenance services

CITY OF OXNARD CALIFORNIA

QUESTIONS