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
September 26, 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: 816 1391 9630
3. Passcode: 516014

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

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

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

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

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

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

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

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

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

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

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

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the September 12, 2023, regular meeting as presented.
Contact: Dee Lai, (805) 385-8200

D. REPORTS

1. Public Works Department
SUBJECT: Agreement 32400183 with Black Gold Industries for On-Call Citywide Hazardous and Unknown Waste Identification, Collection, and Disposal Services. (15 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommends that the City Council approve and authorize the Mayor to execute an Agreement with Black Gold Industries for citywide known and unknown hazardous waste identification, collection, and disposal services for a total amount not to exceed $500,000, beginning with a one-year term ending October 17, 2024, with the option for two consecutive one-year extensions. If extended, the final term date will be October 17, 2026.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/S9s7AQL7c8Y

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Amend Department-Wide Contracts and Blanket Purchase Orders for a Not to Exceed Amount Greater than $200,000 Each. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to amend the following:

1. Contract #32400034 with Amazon.com Services LLC for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2024;
2. Purchase Order #22400103 with Consolidated Electrical Distributors DBA Royal Industrial Solutions for an additional $100,000 for a new not to exceed amount of $300,000 through June 30, 2024;
3. Contract #32400031 with Famcon Pipe & Supply Inc. for an additional $500,000 for a new not to exceed amount of $700,000 through June 30, 2024;
4. Contract #32400092 with Ferguson Enterprise, LLC for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2024;
5. Contract #32400048 with W.W. Grainger, Inc. for an additional $250,000 for a new not to exceed amount of $450,000 through June 30, 2024;
6. Contract #32400033 with Hach Company for an additional $135,000 for a new not to exceed amount of $285,000 through June 30, 2024;
7. Contract #32400050 with Home Depot U.S.A., Inc. for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2024;
8. Contract #32400069 with Office Depot, Inc. for an additional $50,000 for a new not to exceed amount of $250,000 through June 30, 2024;
9. Contract #32400045 with Sunbelt Rentals, Inc. for an additional $125,000 for a new not to exceed amount of $325,000 through June 30, 2024;
10. Contract #32400047 with Waxie's Sanitary Supply, Inc. dba Waxie Sanitary Supply for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2024; and
11. Contract #32400146 with Vista Paint Corporation for an additional $100,000 for a new not to exceed amount of $300,000 through June 30, 2024.

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/N3QFrkHP_BU
Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: September 26, 2023

TO: Public Works & Transportation Committee

FROM: Dee Lai, Interim City Clerk, (805) 385-8200, dee.lai@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the September 12, 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.

COMMITTEE OUTCOME

Prepared by: Dee Lai, Interim City Clerk

ATTACHMENTS

1. 09 12 2023 PW Minutes

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
Regular Meeting
September 12, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

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

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments were received.

C. CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of June 27, 2023, and July 11, 2023, regular meeting as presented.

No public comments were received.

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

D. REPORTS

1. Public Works Department
   SUBJECT: Calleguas Municipal Water District Salinity Management Pipeline Agreement Completion. (10 minutes)
   RECOMMENDATION: That the Public Works and Transportation Committee receive a report on the completion of the Salinity Management Pipeline Agreement between the City of Oxnard and Calleguas Municipal Water District.

Michael Wolfe, Public Works Director, was available to answer the committee's questions. No public comments were received. Discussion ensued among the committee and staff.

The committee received and filed the report. No action was taken.

2. Public Works Department
   SUBJECT: Tree Maintenance Update. (15 minutes)
   RECOMMENDATION: That the Public Works & Transportation Committee receive and file an update from the Parks Division and the Special Districts Division regarding the citywide tree maintenance.

Michael Wolfe, Public Works Director, Steve Howlett, Assistant Public Works Director, Eric Storrie, Special

Districts Manager, and Kevin Thompson, Parks Manager, were available to answer the committee's questions. No public comments were received. Discussion ensued among the committee and staff.

The committee received and filed the report. No action was taken.

3. <u>Public Works Department</u>
   <u>SUBJECT</u>: Park Maintenance Priorities. (15 minutes)
   <u>RECOMMENDATION</u>: That the Public Works & Transportation Committee receive and file a report from the Parks Division regarding maintenance priorities.

Michael Wolfe, Public Works Director, Steve Howlett, Assistant Public Works Director, Eric Storrie, Special Districts Manager, and Kevin Thompson, Parks Manager, were available to answer the committee's questions. No public comments were received. Discussion ensued among the committee and staff.

The committee received and filed the report. No action was taken.

4. <u>Public Works Department</u>
   <u>SUBJECT</u>: Harbour Island Homeowners Association Donation Agreement A-8531 to Waterway Maintenance District - Zone 2 (Harbour Island). (10 minutes)
   <u>RECOMMENDATION</u>: That the Public Works and Transportation Committee recommend that the City Council, acting as the legislative body of the Waterway Maintenance District, approve and authorize:

   1. An Agreement from the Harbour Island Homeowners Association for the donation of $15,446 for landscape maintenance and on-call services; and
   2. Recognize the acceptance of the $15,446 donation from the Harbour Island Homeowners Association, and therefore appropriate $15,446 to the Waterway Zone 2 Harbour Island District (Fund 40203801).

Michael Wolfe, Public Works Director, Steve Howlett, Assistant Public Works Director, and Eric Storrie, Special Districts Manager, were available to answer the committee's questions. No public comments were received. Discussion ensued among the committee and staff.

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

E. <u>ITEMS FOR FUTURE AGENDAS</u>

No requests were made.

F. <u>ADJOURNMENT</u>

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:16 p.m.

DEE LAI Interim City Clerk	BERT E. PERELLO Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: September 26, 2023

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement 32400183 with Black Gold Industries for On-Call Citywide Hazardous and Unknown Waste Identification, Collection, and Disposal Services. (15 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommends that the City Council approve and authorize the Mayor to execute an Agreement with Black Gold Industries for citywide known and unknown hazardous waste identification, collection, and disposal services for a total amount not to exceed $500,000, beginning with a one-year term ending October 17, 2024, with the option for two consecutive one-year extensions. If extended, the final term date will be October 17, 2026.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/S9s7AQL7c8Y

BACKGROUND

The following Public Works Department Divisions encounter various types of hazardous wastes and unknown hazardous materials due to the operations they conduct on a day-to-day basis: Parks, Streets, Fleet, Facilities, Wastewater, Environmental Resources, Special Districts and Water. Hazardous materials are defined in California Code of Regulations (CCR) Title 22 and the Code of Federal Regulations (CFR) Title 49. A hazardous material is one that poses an unreasonable risk to the health and safety of employees, the public, or the environment if it is not properly controlled during handling, storage, manufacture, processing, packaging, use, disposal, or transportation. They may be gases, liquids, solids, or combinations of these physical states. A hazardous waste service is necessary given that unknown waste and materials/items must be packaged, and transported with strict procedures and guidelines to limit risks. The unknown materials/items must then be identified and properly disposed of which is not the typical disposal process through Environmental Resources.

Routinely the Public Works Divisions will utilize the vendor for the following:

- Oil and oil filters
- Solvents
- Antifreeze
- Aerosols
- Chemicals
- Paints

DISCUSSION

City of Oxnard Public Works Department encounters unknown hazardous materials in the public right of way which employees do not have the proper training, equipment or the proper disposal outlets to remove these materials. Also, such services are required for emergency responses, vehicle accidents, fires, and other related incidents. Besides removing and disposing of hazardous waste from Public Works Division facilities, the vendor will be utilized for burned/abandoned vehicles, hazardous roadway spills and unknown hazardous waste/materials from illegal dumping in the public right-of-way that will include testing and identifying substances, labeling, documenting and transporting to a proper waste facility for recycling, reuse, and reclamation.

The vendor is to furnish all labor, materials, supplies, and equipment to complete the work as required by this solicitation. In addition, the vendor is to provide cleaning and recovery services that arise due to spills, accidents, or any other type of unforeseen event. Additionally, the vendor is responsible for responding to urgent matters within 2 hours and within 24 hours for non-emergency.

The City's Purchasing Department released a Request for Bid (RFB) PW24-01 for On-Call Hazardous Waste Identification, Collection and Disposal Services on July 17, 2023, with a bid due date of August 8, 2023. The RFB PW24-01 received two bids from Black Gold Industries and Clean Harbors Environmental Services, Inc.

The bids were reviewed by the Purchasing Department and Streets Division. Staff has determined Black Gold Industries to be the lowest, responsive bidder pursuant to the process outlined in the Oxnard Municipal Code. Staff has confirmed that Black Gold Industries 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. Furthermore, Black Gold Industries has been providing these same services for the past year.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for this Agreement with Black Gold Industries shall not exceed $500,000 over the full term, which can be up to three years, if extended. The estimated spending plan in Fiscal Year 2023-24 is $107,100 commencing October 18, 2023. Sufficient appropriations are included in the Adopted FY 2023-24 Operating budget. Funds for subsequent fiscal years will be requested during the annual budget process for the City Council's consideration.

Black Gold Industries Estimated Spending Plan						
Division	**Account**	**FY 2023-24 9 months**	**FY 2024-25 12 months**	**FY 2025-26 12 months**	**FY 2026-27 3 months**	**Total 36 months**
Streets	1813401-53200	$27,000	$40,000	$40,000	$13,000	$120,000
Fleet	7413750-53200	$8,000	$12,000	$12,000	$4,000	$36,000

Wastewater	6113614-54050	$6,000	$10,000	$10,000	$4,000	$30,000
Park Maintenance	1013301-53200	$13,000	$20,000	$20,000	$7,000	$60,000
Environmental Resources	6313630-53200	$17,000	$30,000	$35,000	$8,000	$90,000
Streets Landscapes	1013304-53200	$13,000	$20,000	$20,000	$7,000	$60,000
Recycled Water	6013605-53200	$3,300	$5,000	$5,000	$1,700	$15,000
Water	6013600-53200	$3,300	$5,000	$5,000	$1,700	$15,000
Special Districts	20003801-53200	$2,000	$3,000	$3,000	$1,000	$9,000
	60503801-53200	$1,000	$1,500	$1,500	$500	$4,500
Other Public Work Programs		$13,500	$20,000	$20,000	$7,000	$60,500
Total		**107,100**	**$166,500**	**$171,500**	**$54,900**	**$500,000**

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

ATTACHMENTS
1. Agreement 32400183
2. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND BLACK GOLD INDUSTRIES

By This Trade Services Agreement (“Agreement”), the CITY of Oxnard (“CITY”) agrees to engage the services of Black Gold Industries (“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. This agreement is for On-Call Citywide Hazardous and Unknown Waste Identification, Collection, and Disposal 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

Black Gold Industries (“SERVICE PROVIDER”), a corporation of the State of California, located at 527 North Rice Avenue, Oxnard, California 93030

3. TERM OF AGREEMENT: From October 18, 2023 To (Date): October 17, 2024

3.1 Time is of the essence in this Agreement.

3.2 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.

OR

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

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

4. AGREEMENT AMOUNT NOT TO EXCEED: $500,000.

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

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I (pollution)
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

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

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Philip Schwieder	Name: Jeffery S. Hopp
Title: Streets Manager	Title: Executive Contracts Manager
Phone: 805-247-8912	Phone: 858-699-3173
Email: philip.schwieder@oxnard.org	Email: jhopp@bgi1.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
1060 Pacific Ave. Bldg. 2	
Oxnard. CA 93030	

7. CONTRACTUAL PREREQUISITES.

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

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

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

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

8. SERVICE PROVIDER'S SERVICES.

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

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

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **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, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

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

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees 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. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

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

21. COVENANTS AND CONDITIONS.

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

22. WAIVER.

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

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

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

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

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

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

24. INSURANCE.

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

25. LIVING WAGE REQUIREMENTS.

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

26. PREVAILING WAGE REQUIREMENTS.

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

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

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

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

27. CONFLICT OF INTEREST

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

28. [RESERVED]

29. [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 effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☑John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

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

APPROVED AS TO FORM:

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

BLACK GOLD INDUSTRIES

Victor J. Villard, CEO Date

Jeffery S. Hopp,[3] Date
Executive Contract Manager

[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 Black Gold Industries)

SCOPE OF SERVICES

PROJECT MANAGER: Philip Schwieder / 805-247-8912 / philip.schwieder@oxnard.org

Unknown & Division Generated Hazardous Waste Collection and Disposal Services

Vendor shall provide waste management services for illegally dumped and City Division-known generated waste, including collecting, identifying, storing, recycling, transporting, treating, and/or disposing of hazardous waste both identified and unidentified materials on an **"on-call" as-needed basis.**

Vendor shall furnish all labor, materials, supplies, and equipment to complete the work as required by this solicitation. In addition, Vendor shall provide cleaning and recovery services that arise due to spill, accident, or any other type of unforeseen event.

Identification

Vendor shall implement an identification procedure to establish the identity of unknown chemicals which may include, but not be limited to:

1. Testing and identification of unknown waste, and determining the proper DOT hazard classes
2. Segregating waste into compatible categories, if possible
3. Completing waste and container inventories, and providing quality assurance/quality control coordination to ensure acceptance of hazardous waste by treatment, storage, and disposal facilities
4. Labeling all containers containing hazardous or recyclable waste
5. Site management, including unloading supplies and ensuring site cleanliness
6. Unloading waste from vehicles
7. Bulk flammable liquids and other bulkable hazardous waste
8. Other tasks as requested by the City related to hazardous/unknown waste

Cleaning Services for Potentially Hazardous Waste

Cleaning services shall be requested when any of the following scenarios occurs, or when deemed necessary by the City's Project Manager. Requests shall be made in response to any of the following scenarios: Emergency Response, Burned/Abandoned Vehicles and/or property, Recreational Vehicles Clean Up (including blackwater/greywater tank removal and disposal, if needed), and Hazardous roadway spills, in addition to others.

1. Burned/Abandoned Vehicles and/or property clean-up services may include the following, but are not limited to:

    1. Gasoline/Diesel fuel
    2. Fluids such as gear oil, power steering fluid, transmission oil, brake fluid, used oil
    3. Switches and lamps
    4. Filters
    5. Lead acid-batteries
    6. Wheel weights
    7. Battery cables
    8. Air conditioning units
    9. Brake shoes and clutches
    10. Waste tires
    11. Blackwater/greywater tank removal and disposal

2. Hazardous Roadway spills clean up services may include the following, but are not limited to:

    1. Prevent the spread of dust and vapors
    2. Neutralizing acids and bases, if possible
    3. Control the spread of liquid/material
    4. Absorb the liquid/material
    5. Collect and contain the cleanup residues
    6. Dispose of using effective safety practices and following proper disposal procedures
    7. Decontaminate area and clean affected equipment

3. Illegal Dumping clean up services which include the removal and disposal of unauthorized waste on public or private property may include the following, but are not limited to:
    1. Waste removal and disposal of E-waste, furniture, appliances, household hazardous waste, mattresses, motor oil and filters latex and oil-based paint, paint thinners, tires, tree trimmings and yard waste, propane tanks, construction and demolition, and general debris
    2. Waste tire cleanup projects include the collection, removal, transportation, recycling, and disposal of waste tires from illegal tire piles or public rights of way

<u>Types of Waste</u>

Waste profiles may include the following, but are not limited to this list:

1. Municipal solid waste - commonly referred to as trash or garbage. Examples include; food, paper, plastics, textiles, leather, wood, glass, metals, sanitary waste in septic tanks, and other waste.
2. Hazardous Waste - dangerous or potentially harmful to health and the environment. Examples include; paints (latex and oil-based), paint thinner, adhesives, printshop chemicals, stains, solvents, pesticides, old gasoline, and other fuels.
3. Corrosives - A chemical substance (solid, liquid, or gas) that can cause destructive damage to body tissues at the site of contact. It can cause severe burns to the skin and can "eat through"

4. clothing, metal, and other materials. Examples include: hydrochloric acid, sodium hydroxide, drain cleaner, acidic toilet cleaner, caustic paint stripper, epoxy resins, and car batteries
5. Flammable – A chemical substance that may be ignited at almost any temperature. It may also spontaneously react with oxides. Examples include: gasoline, acetone, plastic glue, flammable solvents, nail polish remover, paint thinner, stains & finishes, kerosene, and lighter fluid
6. Irritant - A chemical substance that may cause soreness or inflammation of the skin, eyes, mucous membranes, and/or respiratory system.
7. Oxidizer - An unstable chemical substance that can spontaneously react with flammables and releases oxygen. Examples include calcium hypochlorite (bleach), hydrogen peroxide, and pool chlorine tabs.
8. Volatile Toxic Compounds – A chemical substance that may cause injury or death upon ingestion (eating/drinking), absorption (touching), or inhalation (breathing into lungs). Examples include; pesticides, methylene chloride, insecticides, flea repellents and shampoos, and rodent bait.
9. Biohazardous- infectious agents or hazardous biological materials that present a risk or potential risk to the health of humans, animals, or the environment. Examples include; human blood, human body fluids, microbiological waste, pathological waste, and sharps waste.
10. Paint- of any kind, water, oil, enamel, bituminous, aluminum, synthetic rubber, cement, emulsion, etc.
11. Unknown/Unidentified – Any unwanted hazardous material whose chemical composition or characteristics are unidentifiable
12. Other - asbestos waste

Supplies and Equipment

Vendor shall be responsible for using appropriate supplies, materials, equipment, vehicles, and drivers as specified by federal and state laws and regulations for the management of hazardous waste. Vendor shall furnish supplies and equipment necessary for the safe and legal packaging, transportation, and disposal of all waste collected.

Response Times and Reporting

1. **Urgent -** Vendor response times shall be within 1 hour if possible, and in no event longer than 2 hours from the initial call out.
2. **Non-emergency -** Vendor response times shall be within (24) hours from the initial call-out. In the event that an unforeseen circumstance prevents the vendor from performing the services in the time allotted, the vendor shall contact the City's Project Manager as soon as they are made aware of the delay.

Vendor shall provide a close-out report identifying the following items:

1. Date
2. Time
3. Location
4. Type of Response
5. Items collected/disposed of and/or services performed

Invoicing

1. Vendor shall send a monthly invoice for the cost of loading, transporting, and delivering waste to licensed and permitted recycling centers. Monthly invoices shall itemize types, quantities, and dates of service. Vendor invoice to City shall include all labor, supervision, equipment, materials, supplies, fees, permits, transportation, and any other cost directly or indirectly relating to the work Vendor performed.
2. City shall pay Vendor within thirty (30) days of receiving a monthly invoice from Vendor.

Regulatory Requirements

The Vendor is responsible for keeping up to date on all regulations pertaining to the management of hazardous waste. The Vendor must be thoroughly knowledgeable on the requirements of the Department of Resources Recycling and Recovery (Cal-Recycle) programs, such as the Battery and Paint Stewardship Acts, etc., and the issues relating to the environmentally sound management and recycling of hazardous waste.

Safety Practices

Vendor shall follow all the operational and safety practices while conducting service on City facilities. Vendor shall comply with all the policies, procedures, and practices including wearing personal protective equipment such as hard hats, safety vests, safety glasses, gloves, and safety footwear. May also include traffic safety if needed.

Recycling, Treatment, and Disposal

Vendor shall arrange for the ultimate disposition of the waste according to the following hierarchy: reuse, recycling, fuel blending, treatment/neutralize/incineration, stabilization/solidify/landfill, and lastly, direct hazardous waste landfilling. Following the waste hierarchy, the vendor shall endeavor to recycle as much material as pos

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Black Gold Industries)

SCHEDULE OF COMPENSATION

UNKNOWN & CITY GENERATED HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES						
	Monday-Friday 5:00 a.m. to 5:00 p.m.		After Hours 5:01 p.m. to 4:59 a.m.		Weekends/Holidays 24 hours	
Description	**Urgent**	**Non-Emergency**	**Urgent**	**Non - Emergency**	**Urgent**	**Non-Emergency**
Identification - *(Hourly)*						
Chemist Testing Fee Lab Analysis	$ 175.00	$125.00	$ 265.00	$175.00	$415.00	$325.00
Cleaning Services - *(Hourly)*						
Hazardous Roadway Spills	$ 175.00	$ 95.00	$ 225.00	$ 150.00	$375.00	$300.00
Recreational Vehicle Clean Up	$ 175.00	$95.00	$225.00	$150.00	$375.00	$300.00
Burned/Abandoned Vehicles	$ 175.00	$95.00	$225.00	$150.00	$375.00	$300.00
and/or Property						
Illegal Dumping	$175.00	$95.00	$225.00	$150.00	$375.00	$300.00
Service Fees - *(Per Service Call)*						
Driver Fee	$195.00	$135.00	$225.00	$150.00	$425.00	$350.00
Site Safety Officer *(As Needed)*	$175.00	$125.00	$265.00	$175.00	$415.00	$325.00

Mobilization Fee	**Urgent** (Only)	**Urgent** (Only)	**Urgent** (Only)	**Urgent** (Only)
(On-Call Only)	$500.00	$1500.00	$1500.00	$1500.00
Containers - *(Each)*	**5 gallon**	**15 Gallon**	**30 Gallon**	**55 Gallon**
Polyurethane O/T	$28.00	$75.00	$75.00	$90.00
Polyurethane Closed	$30.00	$75.00	$75.00	$90.00
Metal O/T	$45.00	$75.00	$75.00	$90.00
Metal Closed	$45.00	$75.00	$75.00	$90.00
Supplies, and Disposal - *(Each)*	**5 Gallon**	**15 Gallon**	**55 Gallon**	
Municipal solid waste	$105.00	$105.00	$185.00	
State Regulated - Liquid Waste *Per Gallon $1.00 (no solids)	$120.00	$120.00	$205.00	
State Regulated - Solid Waste	$120.00	$120.00	$205.00	
Corrosives *(Liquid in Drum)*	$280.00	$360.00	$575.00	
Flammable *(Liquid in Drum)*	$150.00	$175.00	$350.00	
Oxidizer	CASE	BY	CASE	
Paint	$150.00	$175.00	$375.00	
Volatile Toxic Compounds	CASE	BY	CASE	
Bio Hazardous	CASE	BY	CASE	
Irritant	CASE	BY	CASE	

Daily Rental Rates	**20yd**	**40 yd**
Industrial Roll Offs	$35.00	$40.00
Cubic Yard Boxes *(pallets)*		
1 X 1 yd.	$145.00	
Asbestos		
Profiling - *Per Ton* *(For new/renewal - profiles good for one year from date of initial profile, renewable each year)*	$150.00	
Removal / Disposal	$250.00	

Towing Service Fees (Portal)	Hourly
Light	$295.00
Medium Duty	$345.00
Landoll	$345.00
Heavy Duty	$425.00
Other Disposal Fees (Each)	
Filters (55g Drum)	$75.00
Lead acid-batteries	$0.35 (LB)
Wheel weights	$1.00 (LB)
Battery Cables	$1.00 (LB)
Air Conditioning Units	Case-by-Case
Brake Shoes and clutches	Case-by-Case
Blackwater/greywater tank removal and disposal	Case-by-Case
Gasoline (55g Drum)	$350.00
Diesel Fuel (per Gal)	$2.69
Fluids such as gear oil, power steering fluid, transmission oil, brake fluid, used oil (55g Drum)	$150.00
Switches and Lamps	$0.40 (LB)
General Percentage Discount of List Pricing	0%

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Black Gold Industries)

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 WITH CONTRACTORS POLLUTION LIABILITY)

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

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

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

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

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. 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 <u>and</u> 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.

8/23

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** **Contractors Pollution Liability and Contractors Pollution Errors & Omissions**				PER CLAIM / OCCURRENCE $2,000,000 GENERAL AGGREGATE $2,000,000

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

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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date ____________
☐ Occurrence

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____________

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

Signature ____________
(original signature required)

Telephone: ( ) Date Signed ____________

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ______________________________

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

Signature ____
(original signature required)

Telephone: ( ) Date Signed ____________________

Rev. 8/23 INS-I.doc

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Black Gold Industries)

LIVING WAGE POLICY

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

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Black Gold Industries)

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.

Agreement 32400183 with Black Gold Industries for On-Call Citywide Hazardous and Unknown Waste Identification, Collection, and Disposal Services

Philip Schwieder, Streets Division Manager
Public Works Department

Public Works and Transportation Committee
September 26, 2023

RECOMMENDATION

That the Public Works and Transportation Committee recommends that the City Council approve and authorize the Mayor to execute an Agreement with Black Gold Industries for citywide hazardous and unknown waste identification, collection, and disposal services in the amount not to exceed of $500,000, for a one-year term ending October 17, 2024, with the option for two consecutive one-year extensions. If extended, the final term date will be October 17, 2026.

BACKGROUND

The following divisions within the Public Works Department encounter various types of hazardous wastes due to the operations they conduct on a day to day basis:

- Parks
- Streets
- Fleet
- Facilities
- Wastewater
- Environmental Resources
- Special Districts
- Water

BACKGROUND

Routinely the Public Works Divisions utilizes a vendor to pick up, transport, and properly dispose of the following hazardous materials:

- Oil and oil filters
- Solvents
- Antifreeze
- Aerosols
- Chemicals
- Paints

BACKGROUND

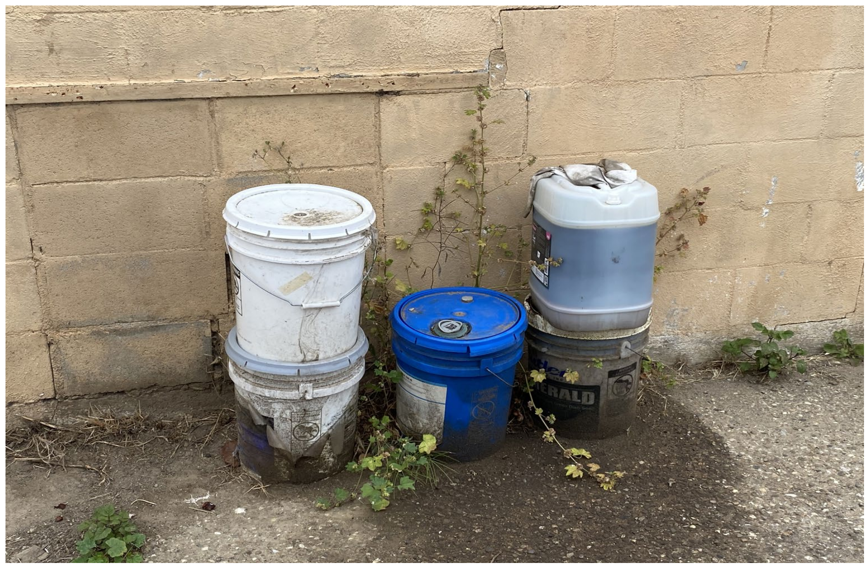
- Hazardous materials are defined in California Code of Regulations (CCR) Title 22 and the Code of Federal Regulations (CFR) Title 49

- Hazardous material is one that poses an unreasonable risk to the health and safety of employees, the public, or the environment if it is not properly controlled during handling, storage, manufacture, processing, packaging, use, disposal, or transportation

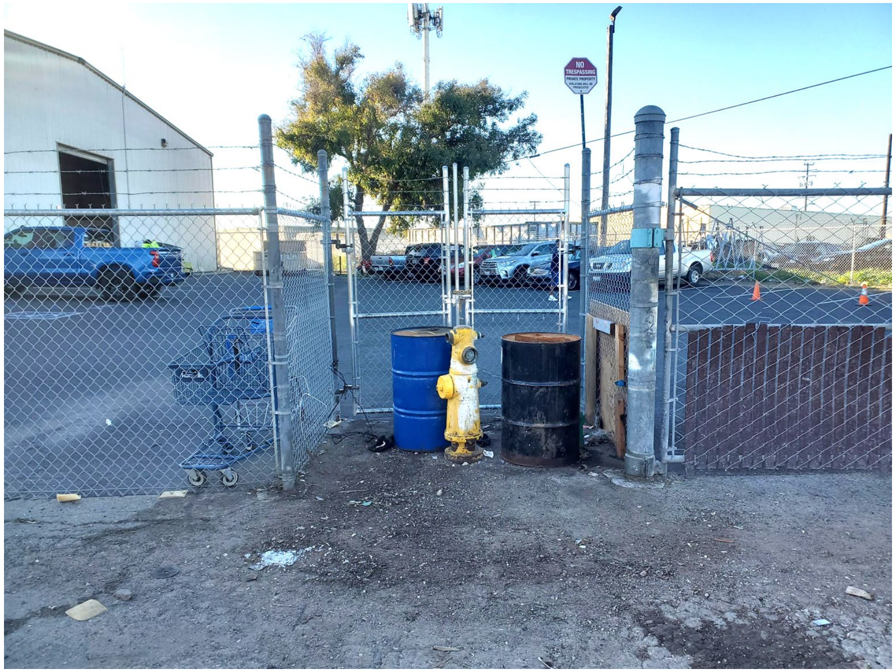
- They may be gases, liquids, solids, or combinations of these physical states

DISCUSSION

The Public Works employees encounter unknown hazardous waste regularly in the public right of way that requires removal, transporting, identification, and proper disposal



Public Works employees do not have the proper training, equipment or the proper disposal outlets to remove these materials from the public right of way

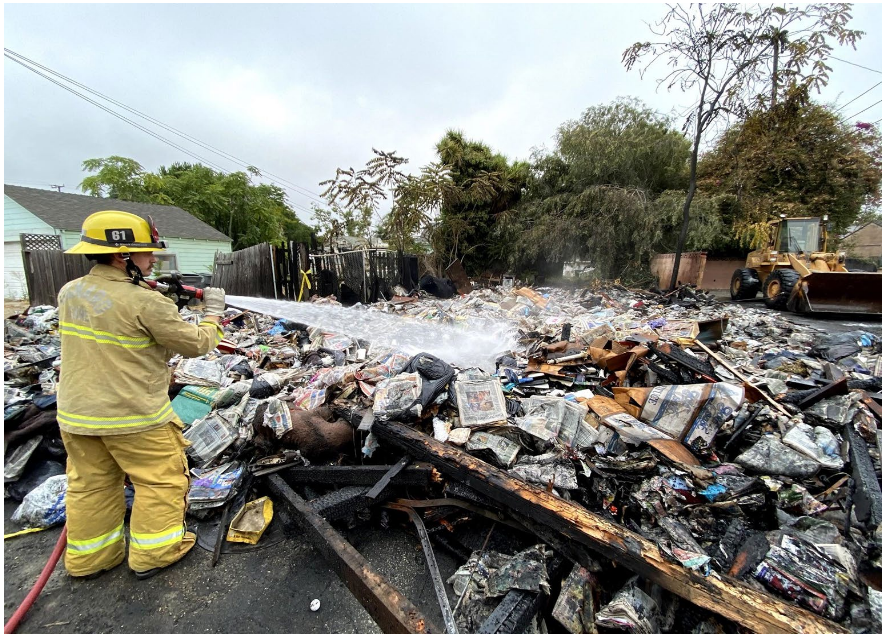

NO
TRESPASSING
PRIVATE PROPERTY
VIOLATORS WILL BE
PROSECUTED

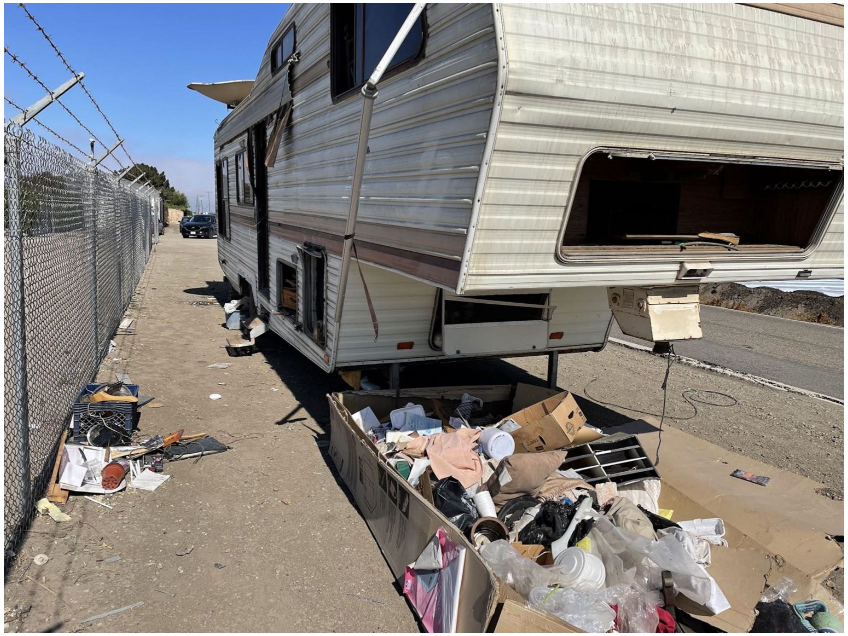
DISCUSSION

The vendor will also be required for:

- Emergency responses, vehicle accidents and fires, or any other type of unforeseen event
- Unknown hazardous waste/materials from illegal dumping in the public right-of-way that will include testing and identifying substances, labeling, documenting and transporting to a proper waste facility for recycling, reuse, and reclamation
- Responding to urgent matters within 2 hours and within 24 hours for non-emergency.

DISCUSSION





DISCUSSION

- City’s Purchasing Department released a Request for Bid (RFB) PW24-01 for on-call hazardous waste identification, collection, and disposal services on July 17, 2023, with a bid due date of August 8, 2023
- Two bids were received from Black Gold Industries and Clean Harbors Environmental Services, Inc.
- Staff determined that Black Gold Industries to be the lowest, responsive bidder

FINANCIAL IMPACT

- Cost for Agreement with Black Gold Industries shall not exceed $500,000 over term of three years, if extended
- Estimated spending plan of $107,100 starting in October of Fiscal Year 2023-24
- Sufficient appropriations are included in the Adopted FY 2023-24 Operating budget
- Funds for subsequent fiscal years will be requested during the annual budget process for the City Council's consideration

QUESTIONS?

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: September 26, 2023

TO: Public Works and Transportation Committee

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

SUBJECT: Amend Department-Wide Contracts and Blanket Purchase Orders for a Not to Exceed Amount Greater than $200,000 Each. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to amend the following:
1. Contract #32400034 with Amazon.com Services LLC for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2024;
2. Purchase Order #22400103 with Consolidated Electrical Distributors DBA Royal Industrial Solutions for an additional $100,000 for a new not to exceed amount of $300,000 through June 30, 2024;
3. Contract #32400031 with Famcon Pipe & Supply Inc. for an additional $500,000 for a new not to exceed amount of $700,000 through June 30, 2024;
4. Contract #32400092 with Ferguson Enterprise, LLC for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2024;
5. Contract #32400048 with W.W. Grainger, Inc. for an additional $250,000 for a new not to exceed amount of $450,000 through June 30, 2024;
6. Contract #32400033 with Hach Company for an additional $135,000 for a new not to exceed amount of $285,000 through June 30, 2024;
7. Contract #32400050 with Home Depot U.S.A., Inc. for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2024;
8. Contract #32400069 with Office Depot, Inc. for an additional $50,000 for a new not to exceed amount of $250,000 through June 30, 2024;
9. Contract #32400045 with Sunbelt Rentals, Inc. for an additional $125,000 for a new not to exceed amount of $325,000 through June 30, 2024;
10. Contract #32400047 with Waxie's Sanitary Supply, Inc. dba Waxie Sanitary Supply for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2024; and
11. Contract #32400146 with Vista Paint Corporation for an additional $100,000 for a new not to exceed amount of $300,000 through June 30, 2024.

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/N3QFrkHP_BU

BACKGROUND

As allowed by the City's Purchasing Policy, a blanket purchase order (BPO) is an agreement established with a vendor to fill repetitive needs for goods, such as janitorial supplies. A BPO utilizes the City's full buying power by taking advantage of quantity discounts, while also saving City administrative time and reduced paperwork. BPOs are established as unencumbered contracts with a maximum "not to exceed" (NTE) amount. BPOs are typically done up to a NTE of $200,000, which is within the City Manager's authority per the Purchasing Policy. Purchase orders, using unit prices in the agreements, are then created from these unencumbered contracts for a specified amount, dependent on available budget appropriations from each division.

To provide the expected customer service of our residents, businesses, and visitors, departments and divisions need a quick and efficient method for purchasing supplies. Examples include: (1) janitorial supplies that are always needed to ensure the park restrooms can be available and (2) the purchase of irrigation supplies to repair water leaks without having to shut off the water system for an extended period of time. BPOs are an allowable tool that the City uses to satisfy this need.

The original BPOs that are identified in this report have been issued by using either a cooperative agreement or a negotiated sole source agreement. The cooperative agreements have been bid and awarded in accordance with local, State, and federal laws that govern public procurement. As such, other public agencies are also invited to utilize the terms and conditions of these cooperative agreements for their purchases. Negotiated sole source agreements are utilized for unique goods and services that are only obtainable through one source, such as proprietary reasons, or exclusive compatibility with existing City equipment.

DISCUSSION

The Public Works Department is requesting approval to amend the NTE amounts of the 11 identified BPOs listed below. These 11 vendors are heavily used by multiple divisions of the Public Works Department. The BPOs are used not only as part of a routine spending plan, but also allow the flexibility to purchase items that are not easily planned for (e.g., unexpected repairs) and/or may come up as an urgent matter to address a service need. As such, the potential exists near the end of each fiscal year for the BPOs to be more than the typical $200,000 NTE amount approved by the City Manager. To avoid scrambling to find alternative vendors to purchase the same materials and supplies that are needed to continue operations near the end of the fiscal year, staff recommends Council authorize the NTE amounts noted in the table below. As an example, even though divisions had available funding at the end of prior fiscal years, there have been several occasions when staff had been unsuccessful in finding an alternative vendor source resulting in a delay in services until the beginning of the next fiscal year with the restored NTE amounts. Increasing the NTE amounts above $200,000 for these 11 vendors will allow the divisions to continue services, based on available funding, through the entire fiscal year.

The NTE amounts recommended are based on data collected from each divisions' forecasted spending plan with each vendor, rising inflation, and includes estimates for unplanned and/or urgent work. These recommended increases to the NTEs will allow the Public Works Divisions the flexibility to fully utilize their purchasing plans and to address unexpected maintenance needs and shifting priorities. The following bullet points are a brief description of the supplies that are provided by the 11 vendors.

<u>Cooperative Agreement BPOs</u>

- Amazon.com Services LLC, is used by multiple departments and the Public Works Department uses them primarily for office supplies.
- Both Ferguson Enterprise, LLC and Famcon Pipe & Supply provide waterworks materials and supplies, such as irrigation and industrial grade pipe, that includes clamps, valves, mechanical joints, and gaskets. These items are essential throughout multiple divisions of Public Works.
- W.W. Grainger is used by Public Works for safety related equipment. Maintenance, repair and operations (MRO) supplies a broad range of industrial equipment, maintenance supplies, tools, and parts.

- Hach Company is utilized by the Water, Wastewater, and Special Districts Divisions for water monitoring supplies.
- Home Depot is utilized by Public Works Divisions for hardware, tools or construction products.
- Office Depot supplies various office supplies to support business operations for all Public Works Divisions.
- Sunbelt is used by Public Works Divisions for their access to heavy equipment rentals such as tractors and backhoes.
- Waxie's Sanitary Supply is used for janitorial supplies.
- Vista Paint Corporation is used by Public Works Divisions for paint, painting equipment, graffiti removal materials and supplies.

Negotiated Sole Source Agreement BPO

- Consolidated Electrical Distributors (CED) is used by the Water and Wastewater Divisions as their only source for Rockwell variable frequency drive pumps and replacement parts. CED is the sole distributor of Rockwell brand products for the Southern California region.

Below is a summarized list of recommendations of not to exceed values of greater than $200,000 for current BPOs being utilized by the Public Works Department in which nine have been awarded through a cooperative agreement and two as a sole source, with a requested annual NTE amount greater than $200,000. While some of the contracts continue past this fiscal year, we are only requesting authorization for the current fiscal year.

Vendor Name	Cooperative Agreement/ Agreement Type	Cooperative Agreement Number	Cooperative Agreement Initial Expiration Date	Contract or Purchase Order #	Initial Issued Amount	FY 2023-24 Recommended Not to Exceed Amount
Amazon.com Services LLC	Omnia Partners	MA 3457	5/5/25	32400034	$200,000	$350,000
Consolidated Electrical Distributors dba Royal Industrial Solutions	Sole Source	N/A	N/A	22400103	$200,000	$300,000
Famcon Pipe & Supply Inc.	City of Ventura	ITB No. B-130000654	6/30/24	32400031	$200,000	$700,000

Ferguson Enterprise, LLC	City of Ventura	ITB NO. B-130000654	6/30/24	32400092	$200,000	$350,000
W.W. Grainger, Inc.	Omnia Partners	2018.000207	12/31/24	32400048	$200,000	$450,000
Hach Company	GSA	GS-07F-9314S	1/31/26	32400033	$150,000	$285,000
Home Depot U.S.A., Inc.	Omnia Partners	16154	12/31/26	32400050	$200,000	$350,000
Office Depot, Inc.	Omnia Partners	R190303	6/30/24	32400069	$200,000	$250,000
Sunbelt Rentals, Inc.	Omnia Partners	R200601	10/31/24	32400045	$200,000	$325,000
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	NCPA	02-27	10/31/24	32400047	$200,000	$350,000
Vista Paint Corporation	Sole Source	RFB PW #22-11	12/20/24	32400146	$200,000	$300,000

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 all amended BPOs will be funded from various funding sources. Funding to pay for these parts and supplies will come from Public Works divisional available operating budgets. Sufficient appropriations are included in the City Council approved FY 2023-24 Operating budget for these various purchases through June 30, 2024.

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

ATTACHMENTS

1. City of Oxnard Contract - 32400034
2. City of Oxnard Purchase Order - 22400103
3. City of Oxnard Contract - 32400031
4. City of Oxnard Contract - 32400092
5. City of Oxnard Contract - 32400048
6. City of Oxnard Contract - 32400033
7. City of Oxnard Contract - 32400050
8. City of Oxnard Contract - 32400069
9. City of Oxnard Contract - 32400045
10. City of Oxnard Contract - 32400047
11. City of Oxnard Contract - 32400146
12. Presentation

300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract #	**32400034**
Department	**FINANCE PURCHASING**
Type	**ADMIN**
Bonds in Lieu	**N**
Fiscal Year	**2024**

AMAZON.COM SERVICES LLC
P.O. BOX 035184
SEATTLE, WA 98124-5184

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
21080	07/01/2023	06/30/2024	06/30/2024

RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER
	Edwin Ramos	888-283-2209

CONTRACT DESCRIPTION

FY 23-24 AMAZON ON-LINE MARKET OMNIA COOP MA 3457
[2023-08-10 11:01:29 edwin.ramos]: For the next contract change order: Line 17 - need to be deleted, the G/L account is for Recreation, instead of PW - Parks. Line XXX - need to add for PARKs, encumber $3,000.00 [2023-06-22 11:54:34 edwin.ramos]: CONTRACT # 32400034 AMAZON ON-LINE MARKET PLACE FOR GOODS & SUPPLIES OMNIA COOP MA 3457 NON-ENC CONTRACT - CITYWIDE - REQUIRE POs NTE $200,000.00 START DATE: 07/01/2023 EXP DATE: 06/30/2024 DEPT/LOC: FINANCE - PURCHASING ADMINISTRATOR: EDWIN RAMOS NOTE - DEPARTMENTS LISTED IN THE CONTRACT (SEE ACCOUNTS TAB) ARE AUTHORIZED TO PURCHASE ON-LINE BY SUBMITTING A REQ TO PO, ONCE THE REQUISITION IS APPROVED AND A PO IS GENERATED,THE DEPT CAN GO ON-LINE AND SUBMIT THE ORDER. THE PAYMENT METHOD STILL REMAINS THE SAME - PCARD. PO # BY DEPARTMENTS: (Asterisk * - multiple lines/accounts) (1) PO # 224-00-067 CITY ATTY (2) PO # 224-00-071 CITY CLERK (3) PO # 224-00-051 CITY MANAGER (4) PO # 224-00-XXX B & L * (5) PO # 224-00-XXX COM DEV * (6) PO # 224-00-053 FINANCE * (7) PO # 224-00-060 FIRE DEPT * (8) PO # 224-00-XXX HOUSING (9) PO # 224-00-069 HUMAN RESOURCES (10) PO # 224-00-XXX INFORMATION TECHNOLOGY * (11) PO # 224-00-085 POLICE DEPT * (12) PO # 224-00-XXX PW - ADMIN (13) PO # 224-00-XXX PW - ENG * (14) PO # 224-00-XXX PW - ER (15) PO # 224-00-XXX PW - FACILITIES (16) PO # 224-00-XXX PW - FLEET (17) PO # 224-00-XXX PW - PARKS (18) PO # 224-00-XXX PW - SPECIAL DISTRICTS * (19) PO # 224-00-XXX PW - STREETS (20) PO # 224-00-XXX PW - WATER * (21) PO # 224-00-XXX PW - WASTEWATER * (22) PO # 224-00-XXX RECREATION *

Total Expended	**$3,737.30**
Total Open PO	**$184,714.70**
Total Open Requisition	**$0.00**
Total Contract Balance	**$10,513.00**
Total Liquidated Amount	**$188,452.00**
Total Revised	**$198,965.00**
TOTAL ORIGINAL	**$200,000.00**

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

Jennifer M. Yates
City of Oxnard Purchasing Manager

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase / Contract Order (PO/CO) preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the PO/CO upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City, or upon the completion of the services to be performed and acceptance thereof.
3. If the PO/CO is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the PO/CO. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the PO/CO, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor’s behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor’s behalf would be held strictly liable. Vendor’s obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance

a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.

i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);

ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, “any auto”;

iii. Workers’ compensation insurance in compliance with the laws of the State of California, including employer’s liability insurance in an amount not less than $1,000,000 per claimant.

7. Vendor, in the performance of any services or the furnishing of any labor under this PO/CO, shall be considered an independent contractor, and Vendor and Vendor’s agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:

a) Assign the PO/CO, or any interest therein, or any money due thereunder; or

b) Make any changes, alterations or variations in the terms of the PO/CO.

9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this PO/CO.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the PO/CO shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this PO/CO at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this PO/CO.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

17. The following requirements apply to any PO/CO funded in whole or in part by federal grant funds.

a) Upon expiration of the time specified on the reverse side, this PO/CO shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.

b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this PO/CO, the prevailing party shall be awarded its attorney’s fees and costs in addition to its damages and/or equitable relief.

c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.

d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this PO/CO, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

City of Oxnard
300 West Third Street
Oxnard, California 93030

PURCHASE ORDER

Fiscal Year 2024

Purchase Order Number	**22400103**
Purchase Order Date	**08/03/2023**
Department	**WW MAINTENANCE**
Required By	**06/30/2024**

Bill To
Email Address for Invoices is listed below.
(Ship Email)

Ship To
See Shipping Information Below

Vendor 1233
CONSOLIDATED ELECTRIC DISTRIBUTORS, INC
1920 WESTRIDGE DR.
IRVING, TX 75038

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
805-642-0361	DCABLE@ROYALVENTURA.COM	1233	12400221	

NOTES

FY 23-24 VFDS & PLCS FOR WASTEWATER & WATER

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	WASTEWATER- CONSOLIDATED ELECTRICAL DISTRIBUTORS (6113615-52400) Ship To: WW MAINTENANCE 6001 PERKINS ROAD OXNARD, CA 93033 Ship Email: waterap@oxnard.org	1.0000	EACH	$60,000.0000	$60,000.00
2	WASTEWATER- CONSOLIDATED ELECTRICAL DISTRIBUTORS (6113615-56040) Ship To: WW MAINTENANCE 6001 PERKINS ROAD OXNARD, CA 93033 Ship Email: waterap@oxnard.org	1.0000	EACH	$40,000.0000	$40,000.00
3	WATER- CONSOLIDATED ELECTRICAL DISTRIBUTORS (6013600-52400) Ship To: WATER ADMINISTRATION 251 S HAYES AVENUE OXNARD, CA 93030 Ship Email: waterap@oxnard.org	1.0000	EACH	$60,000.0000	$60,000.00
4	WATER- CONSOLIDATED ELECTRICAL DISTRIBUTORS (6013605-52400) Ship To: WATER ADMINISTRATION 251 S HAYES AVENUE OXNARD, CA 93030 Ship Email: waterap@oxnard.org	1.0000	EACH	$40,000.0000	$40,000.00

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard.

Jennifer M. Yates
City of Oxnard Purchasing Manager

Total Ext. Price	$200,000.00
Purchase Order Total	**$200,000.00**

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

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2. City shall pay to Vendor the price, or prices, specified in the PO/CO upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City, or upon the completion of the services to be performed and acceptance thereof.
3. If the PO/CO is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the PO/CO. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the PO/CO, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance

a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.

i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);

ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";

iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.

7. Vendor, in the performance of any services or the furnishing of any labor under this PO/CO, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:

a) Assign the PO/CO, or any interest therein, or any money due thereunder; or

b) Make any changes, alterations or variations in the terms of the PO/CO.

9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this PO/CO.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the PO/CO shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this PO/CO at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this PO/CO.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

17. The following requirements apply to any PO/CO funded in whole or in part by federal grant funds.

a) Upon expiration of the time specified on the reverse side, this PO/CO shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.

b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this PO/CO, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.

c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.

d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this PO/CO, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract #	**32400031**
Department	**WATER ADMINISTRATION**
Type	**ADMIN**
Bonds in Lieu	**N**
Fiscal Year	**2024**

FAMCON PIPE & SUPPLY INC.
200 LAMBERT ST.
OXNARD, CA 93036-1022

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
1819	07/01/2023	06/30/2024	06/30/2024

RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER
	Abraham Maldonado	805-485-4350

CONTRACT DESCRIPTION

BPO FOR WATER INFASTRUCTURE PARTS
[2023-06-20 14:15:10 Katie.Ruiz]: PIGGYBACKING OFF VENTURA'S AGREEMENT (IN TCM) NTE: $200,000.00

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

Total Expended	**$55,573.88**
Total Open PO	**$83,464.11**
Total Open Requisition	**$0.00**
Total Contract Balance	**$60,962.01**
Total Liquidated Amount	**$139,037.99**
Total Revised	**$200,000.00**
TOTAL ORIGINAL	**$200,000.00**

Jennifer M. Yates
City of Oxnard Purchasing Manager

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

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3. If the PO/CO is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the PO/CO. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the PO/CO, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance

a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.

i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);

ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";

iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.

7. Vendor, in the performance of any services or the furnishing of any labor under this PO/CO, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:

a) Assign the PO/CO, or any interest therein, or any money due thereunder; or

b) Make any changes, alterations or variations in the terms of the PO/CO.

9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this PO/CO.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the PO/CO shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this PO/CO at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this PO/CO.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

17. The following requirements apply to any PO/CO funded in whole or in part by federal grant funds.

a) Upon expiration of the time specified on the reverse side, this PO/CO shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.

b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this PO/CO, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.

c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.

d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this PO/CO, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract #	**32400092**
Department	**WATER ADMINISTRATION**
Type	**ADMIN**
Bonds in Lieu	**N**
Fiscal Year	**2024**

FERGUSON US HOLDINGS, INC
751 LAKEFRONT COMMONS
NEWPORT NEWS, VA 23606

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
23760	07/01/2023	06/30/2024	06/30/2024

RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER
	Laura Camacho	510-404-1800

CONTRACT DESCRIPTION

BPO FOR PVC PIPES, VALVES, PLASTICS
[2023-07-10 17:04:31 Katie.Ruiz]: USING CITY OF VENTURA'S SOLICITATION #B-130000654. NTE: $200,000.00 7/1/23-6/30/24

Total Expended	**$20,474.19**
Total Open PO	**$179,525.81**
Total Open Requisition	**$0.00**
Total Contract Balance	**$0.00**
Total Liquidated Amount	**$200,000.00**
Total Revised	**$200,000.00**
TOTAL ORIGINAL	**$200,000.00**

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

Jennifer M. Yates
City of Oxnard Purchasing Manager

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase / Contract Order (PO/CO) preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the PO/CO upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City, or upon the completion of the services to be performed and acceptance thereof.
3. If the PO/CO is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the PO/CO. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the PO/CO, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance

a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.

i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);

ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";

iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.

7. Vendor, in the performance of any services or the furnishing of any labor under this PO/CO, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:

a) Assign the PO/CO, or any interest therein, or any money due thereunder; or

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10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this PO/CO.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the PO/CO shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
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15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this PO/CO.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

17. The following requirements apply to any PO/CO funded in whole or in part by federal grant funds.

a) Upon expiration of the time specified on the reverse side, this PO/CO shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.

b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this PO/CO, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.

c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.

d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this PO/CO, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract #	**32400048**
Department	**FINANCE PURCHASING**
Type	**ADMIN**
Bonds in Lieu	**N**
Fiscal Year	**2024**

GRAINGER
930 VIA ALONDRA
CAMARILLO, CA 93012-8047

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
5404	07/01/2023	06/30/2024	06/30/2024

RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER
	Eric Hernandez	805-388-7076

CONTRACT DESCRIPTION

FY 23-24 CITYWIDE MRO SUPPLIES OMNIA 2018.000207
NTE: $200,000.00

Total Expended	**$19,432.41**
Total Open PO	**$180,567.59**
Total Open Requisition	**$0.00**
Total Contract Balance	**$0.00**
Total Liquidated Amount	**$200,000.00**
Total Revised	**$200,000.00**
TOTAL ORIGINAL	**$200,000.00**

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

Jennifer M. Yates
City of Oxnard Purchasing Manager

CITY OF OXNARD PURCHASING DIVISION: (805) 385-7538

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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5. If services are performed or labor furnished to City under the PO/CO, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance

a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.

i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);

ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";

iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.

7. Vendor, in the performance of any services or the furnishing of any labor under this PO/CO, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:

a) Assign the PO/CO, or any interest therein, or any money due thereunder; or

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10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this PO/CO.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the PO/CO shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this PO/CO at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this PO/CO.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

17. The following requirements apply to any PO/CO funded in whole or in part by federal grant funds.

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b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this PO/CO, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.

c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.

d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this PO/CO, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract #	**32400033**
Department	**WATER ADMINISTRATION**
Type	**ADMIN**
Bonds in Lieu	**N**
Fiscal Year	**2024**

HACH COMPANY
2207 COLLECTIONS CENTER DR.
CHICAGO, IL 60693-0022

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
2178	07/01/2023	06/30/2024	06/30/2024

RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER
	Abraham Maldonado	800-227-4224

CONTRACT DESCRIPTION

BPO FOR WATER TESTING EQUIPMENT/SUPPLIES
[2023-06-20 14:29:16 Katie.Ruiz]: USING GSA'S COOPERATIVE AGMT #GS-07F-9314S NTE: $150,000.00

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

Total Expended	**$9,388.69**
Total Open PO	**$118,111.31**
Total Open Requisition	**$0.00**
Total Contract Balance	**$22,500.00**
Total Liquidated Amount	**$127,500.00**
Total Revised	**$150,000.00**
TOTAL ORIGINAL	**$150,000.00**

Jennifer M. Yates
City of Oxnard Purchasing Manager

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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5. If services are performed or labor furnished to City under the PO/CO, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
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7. Vendor, in the performance of any services or the furnishing of any labor under this PO/CO, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
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d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this PO/CO, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract #	**32400050**
Department	**FINANCE PURCHASING**
Type	**ADMIN**
Bonds in Lieu	**N**
Fiscal Year	**2024**

HOME DEPOT CREDIT SERVICES
401 W. ESPLANADE DRIVE
OXNARD, CA 93030

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
4911	07/01/2023	06/30/2024	06/30/2024

RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER
	Eric Hernandez	800-395-7363

CONTRACT DESCRIPTION
FY23-24 CITYWIDE MRO INDUSTRIAL SUPPLIES

Total Expended	**$6,895.78**
Total Open PO	**$166,304.22**
Total Open Requisition	**$0.00**
Total Contract Balance	**$26,800.00**
Total Liquidated Amount	**$173,200.00**
Total Revised	**$200,000.00**
TOTAL ORIGINAL	**$200,000.00**

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

Jennifer M. Yates
City of Oxnard Purchasing Manager

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.

i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);

ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";

iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.

7. Vendor, in the performance of any services or the furnishing of any labor under this PO/CO, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:

a) Assign the PO/CO, or any interest therein, or any money due thereunder; or

b) Make any changes, alterations or variations in the terms of the PO/CO.

9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this PO/CO.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the PO/CO shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this PO/CO at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this PO/CO.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

17. The following requirements apply to any PO/CO funded in whole or in part by federal grant funds.

a) Upon expiration of the time specified on the reverse side, this PO/CO shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.

b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this PO/CO, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.

c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.

d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this PO/CO, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract #	**32400069**
Department	**FINANCE PURCHASING**
Type	**ADMIN**
Bonds in Lieu	**N**
Fiscal Year	**2024**

ODP BUSINESS SOLUTIONS, LLC
6600 N. MILITARY TRL
BOCA RATON, FL 33496

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
24461	07/01/2023	06/30/2024	06/30/2024

RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER
	Sandra Borjas	888-263-3423

CONTRACT DESCRIPTION

FY23-24 CITYWIDE OFFICE SUPPLIES
[2023-06-30 11:10:17 sandra.borjas]: CITYWIDE OFFICE SUPPLIES OMNIA PARTNERS COOPERATIVE AGREEMENT R190303 EXP 06/30/24 (OMNIA EXP 06/30/24 Option to renew for five (5) additional one-year periods through June 30, 2029) NSS NTE $200,000 EACH DEPARTMENT WILL BE REQUIRED TO REQUESTS AN INDIVIDUAL DEPARTMENT PO AGAINST THIS AGREEMENT. EACH DEPARTMENT WILL BE REQUIRED TO MANAGE THEIR INDIVIDUAL DEPARTMENT PO

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

Total Expended	**$23,747.68**
Total Open PO	**$167,112.32**
Total Open Requisition	**$4,700.00**
Total Contract Balance	**$9,140.00**
Total Liquidated Amount	**$190,860.00**
Total Revised	**$200,000.00**
TOTAL ORIGINAL	**$199,685.00**

Jennifer M. Yates
City of Oxnard Purchasing Manager

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase / Contract Order (PO/CO) preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the PO/CO upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City, or upon the completion of the services to be performed and acceptance thereof.
3. If the PO/CO is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the PO/CO. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the PO/CO, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance

a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.

i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);

ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";

iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.

7. Vendor, in the performance of any services or the furnishing of any labor under this PO/CO, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:

a) Assign the PO/CO, or any interest therein, or any money due thereunder; or

b) Make any changes, alterations or variations in the terms of the PO/CO.

9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this PO/CO.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the PO/CO shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this PO/CO at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this PO/CO.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

17. The following requirements apply to any PO/CO funded in whole or in part by federal grant funds.

a) Upon expiration of the time specified on the reverse side, this PO/CO shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.

b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this PO/CO, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.

c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.

d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this PO/CO, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract #	**32400045**
Department	**WATER ADMINISTRATION**
Type	**ADMIN**
Bonds in Lieu	**N**
Fiscal Year	**2024**

SUNBELT RENTALS, INC
1799 INNOVATION POINT
FORT MILL, SC 29715

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
7535	07/01/2023	06/30/2024	06/30/2024

RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER
	Abraham Maldonado	888-972-8883

CONTRACT DESCRIPTION

BPO FOR RENTAL EQUIPMENT
[2023-06-22 17:16:56 Katie.Ruiz]: USING OMNIA COOPERATIVE AGREEMENT #R200601 NTE: $200,000.00

Total Expended	**$15,815.10**
Total Open PO	**$150,184.90**
Total Open Requisition	**$0.00**
Total Contract Balance	**$34,000.00**
Total Liquidated Amount	**$166,000.00**
Total Revised	**$200,000.00**
TOTAL ORIGINAL	**$200,000.00**

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

Jennifer M. Yates
City of Oxnard Purchasing Manager

CITY OF OXNARD PURCHASING DIVISION: (805) 385-7538

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase / Contract Order (PO/CO) preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the PO/CO upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City, or upon the completion of the services to be performed and acceptance thereof.
3. If the PO/CO is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the PO/CO. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the PO/CO, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance

a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.

i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);

ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";

iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.

7. Vendor, in the performance of any services or the furnishing of any labor under this PO/CO, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:

a) Assign the PO/CO, or any interest therein, or any money due thereunder; or

b) Make any changes, alterations or variations in the terms of the PO/CO.

9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this PO/CO.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the PO/CO shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this PO/CO at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this PO/CO.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

17. The following requirements apply to any PO/CO funded in whole or in part by federal grant funds.

a) Upon expiration of the time specified on the reverse side, this PO/CO shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.

b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this PO/CO, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.

c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.

d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this PO/CO, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract #	**32400047**
Department	**PW SPECIAL DISTRICTS**
Type	**ADMIN**
Bonds in Lieu	**N**
Fiscal Year	**2024**

WAXIE'S ENTERPRISES, LLC
9353 WAXIE WAY
SAN DIEGO, CA 92123-1036

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
5433	07/01/2023	06/30/2024	06/30/2024

RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER
	Sarah Rowley	805-335-0553

CONTRACT DESCRIPTION

BPO FOR JANITORIAL AND CUSTODIAL SUPPLIES
[2023-06-22 08:47:14 Katie.Ruiz]:USING NCPA'S COOPERATIVE AGREEMENT #02-27 (EXP 10/31/24)
NTE: $200,000.00

Total Expended	**$3,326.72**
Total Open PO	**$163,673.28**
Total Open Requisition	**$0.00**
Total Contract Balance	**$33,000.00**
Total Liquidated Amount	**$167,000.00**
Total Revised	**$200,000.00**
TOTAL ORIGINAL	**$200,000.00**

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

Jennifer M. Yates
City of Oxnard Purchasing Manager

CITY OF OXNARD PURCHASING DIVISION: (805) 385-7538

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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2. City shall pay to Vendor the price, or prices, specified in the PO/CO upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City, or upon the completion of the services to be performed and acceptance thereof.
3. If the PO/CO is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the PO/CO. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the PO/CO, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance

a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.

i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);

ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";

iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.

7. Vendor, in the performance of any services or the furnishing of any labor under this PO/CO, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:

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b) Make any changes, alterations or variations in the terms of the PO/CO.

9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this PO/CO.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the PO/CO shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this PO/CO at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this PO/CO.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

17. The following requirements apply to any PO/CO funded in whole or in part by federal grant funds.

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c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.

d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this PO/CO, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract #	**32400146**
Department	**PW GRAFFITI ACTION PROGRAM**
Type	**ADMIN**
Bonds in Lieu	**N**
Fiscal Year	**2024**

VISTA PAINT CORPORATION
2020 E. ORANGETHORPE AVE
FULLERTON, CA 92831-5327

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
5380	12/20/2021	12/20/2024	06/30/2024

RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER
	Veronica Chavez	714-680-3800

CONTRACT DESCRIPTION

BPO PUBLIC WORKS PAINT
[2023-08-03 17:04:19 Katie.Ruiz]: SOLICITED ON PUBLIC PURCHASE AS BID PW-22-11 NTE: $200,000 LIQ. IN HTE: $34,173.26 LIQ. IN PO 8439 IN MUNIS: $56,525.16 TOTAL LIQUIDATED: $90,698.42 NTE FOR UNENCUMBERED CONTRACT: $109,301.58 ONE YEAR WITH THE OPTION FOR 2, 1 YEAR EXTENSTIONS (FULL TERM WOULD GO THROUGH 12/20/24) STAFF PICK UP SUPPLIES FROM STOREFRONT.

Total Expended	**$0.00**
Total Open PO	**$52,000.00**
Total Open Requisition	**$0.00**
Total Contract Balance	**$57,301.58**
Total Liquidated Amount	**$52,000.00**
Total Revised	**$109,301.58**
TOTAL ORIGINAL	**$109,301.58**

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

Jennifer M. Yates
City of Oxnard Purchasing Manager

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase / Contract Order (PO/CO) preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the PO/CO upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City, or upon the completion of the services to be performed and acceptance thereof.
3. If the PO/CO is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the PO/CO. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the PO/CO, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance

a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.

i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);

ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";

iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.

7. Vendor, in the performance of any services or the furnishing of any labor under this PO/CO, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:

a) Assign the PO/CO, or any interest therein, or any money due thereunder; or

b) Make any changes, alterations or variations in the terms of the PO/CO.

9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this PO/CO.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the PO/CO shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this PO/CO at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this PO/CO.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

17. The following requirements apply to any PO/CO funded in whole or in part by federal grant funds.

a) Upon expiration of the time specified on the reverse side, this PO/CO shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.

b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this PO/CO, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.

c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.

d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this PO/CO, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

Amend Department-Wide Contracts and Blanket Purchase Orders for a Not to Exceed Amount Greater than $200,000 Each

Public Works and Transportation Committee
September 26, 2023

City Council
October 17, 2023

Kevin Thompson, Parks Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to amend the following:

1. Contract #32400034 with Amazon.com Services LLC for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2024;

2. Purchase Order #22400103 with Consolidated Electrical Distributors DBA Royal Industrial Solutions for an additional $100,000 for a new not to exceed amount of $300,000 through June 30, 2024;

3. Contract #32400031 with Famcon Pipe & Supply Inc. for an additional $500,000 for a new not to exceed amount of $700,000 through June 30, 2024;

4. Contract #32400092 with Ferguson Enterprise, LLC for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2024;

5. Contract #32400048 with W.W. Grainger, Inc. for an additional $250,000 for a new not to exceed amount of $450,000 through June 30, 2024;

6. Contract #32400033 with Hach Company for an additional $135,000 for a new not to exceed amount of $285,000 through June 30, 2024;

7. Contract #32400050 with Home Depot U.S.A., Inc. for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2024;

8. Contract #32400069 with Office Depot, Inc. for an additional $50,000 for a new not to exceed amount of $250,000 through June 30, 2024;

9. Contract #32400045 with Sunbelt Rentals, Inc. for an additional $125,000 for a new not to exceed amount of $325,000 through June 30, 2024;

10. Contract #32400047 with Waxie's Sanitary Supply, Inc. dba Waxie Sanitary Supply for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2024; and

11. Contract #32400146 with Vista Paint Corporation for an additional $100,000 for a new not to exceed amount of $300,000 through June 30, 2024.

Blanket Purchase Orders

- A blanket purchase order (BPO) is an agreement established with a vendor to fill repetitive needs for goods
- Take advantage of quantity discounts
- Save the City administrative time and reduce paperwork
- Established as unencumbered contracts with a not to exceed (NTE) amount
- Purchase Orders (PO)s are created for specific dollar amounts based on individual purchases using available budget from each Division

Blanket Purchase Orders

- BPOs are intended to be a quick and efficient method for Departments and Divisions to purchase supplies, equipment and services
  - Examples
    - Maintenance and repair supplies
    - Heavy equipment rentals
    - Purchase of Industrial equipment
    - Source for variable frequency drive pumps and replacement parts
    - Water monitoring supplies
    - Janitorial supplies

Blanket Purchase Orders

- These 11 BPOs were issued by using either a cooperative agreement or a negotiated sole source agreement
  - Cooperative Agreement - bid and awarded in accordance with laws that govern public procurement. As such, other public agencies are invited to utilize them
  - Negotiated sole source agreements - utilized for unique goods and services that are only obtainable through one source

DISCUSSION

- These 11 BPOs are heavily used by multiple divisions
- Potential exists near the end of the fiscal year for the Public Works Department to spend more than the $200,000 NTE
- Historically, staff have not exceeded these spending limits because they would scramble to find alternative vendors
- Even with available funding, if unsuccessful in finding an alternative vendor that has not met the NTE, operational services would be delayed until the new purchase order was in place the following fiscal year

FINANCIAL IMPACT

- Total cost for all amended BPOs will be funded from various funding sources

- Funding to pay for these parts and supplies will come from Public Works divisional available operating budgets

- Sufficient appropriations are included in the City Council approved FY 2023-24 Operating budget for these various purchases through June 30, 2024

QUESTIONS?

CITY OF OXNARD CALIFORNIA