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
January 23, 2024
Regular Meeting - 8:30 to 10:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 892 3167 2977
3. Passcode: 945760

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 December 12, 2023 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department
SUBJECT: Public Project Agreement 32400281 with Quinn Company dba. Quinn Power Systems for On-Call Stationary Generators Maintenance and Minor Repair Services (Rebid), Specification No. PW 24-15R. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to Execute an Agreement with Quinn Company dba Quinn Power Systems (Quinn) in the amount not to exceed $420,000 for a three-year term ending from the effective date of the agreement for on-call stationary generators maintenance and minor repair services.

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

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Agreement 32400297 with Petroleum Telcom, Inc. dba Telcom, Inc. for Mobile Radio Equipment, Parts and Accessories; and Installation, Repair and Maintenance Services. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with Petroleum Telcom, Inc. dba Telcom, Inc. for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $900,000 for Mobile Radio Equipment, Parts and Accessories; and Installation, Repair and Maintenance Services on an on-call/as-needed basis.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/lq53QnBrLfw
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: Agreement 32400334 with J I Gandara Transport for Supplemental Waste Transfer Hauling Services for the Del Norte Regional Recycling and Transfer Station. (10 minutes)
RECOMMENDATION: The Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with J I Gandara Transport for an amount not to exceed $5,000,000 for an initial one-year term, with an option to extend for two additional one-year terms; ending March 1, 2027, to provide supplemental waste transfer hauling services for the Del Norte Regional Recycling and Transfer Station.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/YBld6wPAhsg
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Department-Wide Blanket Purchase Order (#32400318) for a Not to Exceed Amount of $455,000 with Consolidated Electrical Distributors dba Royal Industrial Solutions, Specification No. PW 23-39. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute a Blanket Purchase Order with Consolidated Electrical Distributors, dba Royal Industrial Solutions, for a not-to-exceed amount of $455,000 through June 30, 2024, with an option to extend through June 30, 2025.

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

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: January 23, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the December 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.

Prepared by: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. 12 12 2023 PW Minutes

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Zaragoza 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. Dee Lai, Assistant City Clerk called the roll and announced the posting of the agenda. Chair Zaragoza, Member Valenzuela Zavala and Member Perello were present in person.

Chair Zaragoza was asked to call to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee because Member Perello was not feeling well.

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 the November 28, 2023, regular meeting as presented.

No public comments were received.

It was moved by Member Perello, seconded by Member Valenzuela Zavala, to approve the Information/Consent item as presented. VOTE: Perello, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 3-0.

D. REPORTS

1. Public Works Department
   SUBJECT: Agreement 32400249 with Amrep Manufacturing Company, LLC for Maintenance, Inspection and Repair of Amrep Refuse Collection Vehicles. (10 minutes)
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Amrep Manufacturing Company, LLC for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $750,000 for the maintenance, inspection and repair of the City's Amrep waste collection fleet on an on-call/as-needed basis.

Jose Arreola, Fleet Services Manager, and Michael Wolfe, Public Works Director, 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 Valenzuela Zavala, seconded by Member Perello, to approve the recommended action

as presented. VOTE: Perello, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 3-0.

2. Public Works Department
SUBJECT: The Selection of Option 2 for the Mandated California Air Resources Board Advanced Clean Fleets Regulations. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve "Option 2" as allowed under the Advanced Clean Fleets (ACF) Regulation which mandates local governments to undertake certain actions to implement Zero Emission Vehicles (ZEV) for their fleets beginning on January 1, 2024.

Jose Arreola, Fleet Services Manager, and Michael Wolfe, Public Works Director, 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 Perello, seconded by Member Valenzuela Zavala, to approve the recommended action as presented. VOTE: Perello, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 3-0.

3. Public Works Department
SUBJECT: First Amendment to Trade Services Agreement A-8263 with UniFirst Corporation for Multi Divisional Uniform Rental, Purchase, and Laundry Services. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with UniFirst Corporation for uniform rental, purchase, and laundry services for multi-divisions; extending the term for nine months from January 31, 2024 to October 31, 2024 and increasing the contract total by $100,000 for a new contract total not to exceed $770,000.

Eric Zetz, Environmental Resources Manager, and Michael Wolfe, Public Works Director, 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 Valenzuela Zavala, seconded by Member Perello, to approve the recommended action as presented. VOTE: Perello, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 3-0.

E. ITEMS FOR FUTURE AGENDAS

Member Perello commented that private contractors should be responsible for removing brush from areas adjacent to residential neighborhoods due to fires and homeless encampments in the future.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Zaragoza adjourned the meeting at 8:56 p.m.

DEE LAI
Assistant City Clerk

JOHN C. ZARAGOZA
Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: January 23, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Public Project Agreement 32400281 with Quinn Company dba. Quinn Power Systems for On-Call Stationary Generators Maintenance and Minor Repair Services (Rebid), Specification No. PW 24-15R. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to Execute an Agreement with Quinn Company dba Quinn Power Systems (Quinn) in the amount not to exceed $420,000 for a three-year term ending from the effective date of the agreement for on-call stationary generators maintenance and minor repair services.

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

BACKGROUND

The City of Oxnard has multiple divisions that utilize stationary generators, including water, wastewater, fire, and police, all requiring scheduled and non-scheduled or unplanned repair and maintenance from time to time. In order to avoid regulatory non-compliance, public health and safety hazards, property and/or environmental damage, the work must be completed with urgency, requiring a quick response from a contractor. To respond promptly to these planned and unplanned infrastructure repairs, the City requires an on-call contract with a qualified contractor that has diverse technical capabilities as well as the ability to respond quickly to the City's needs.

The City has maintained similar contracts for many years to streamline the contracting process, allowing for regular maintenance, scheduled repairs and quick response to unplanned and urgent repair needs.

Services to be completed by the Contractor are categorized as follows:

Non-Scheduled Maintenance, Services and Repairs

The Contractor will provide on-call non-scheduled urgent service twenty-four (24) hours per day, seven (7) days per week. The Contractor must verbally respond within two (2) hours of telephone or email notification by the City. The Contractor must be on the site within four (4) hours of the notification and begin work immediately. Work may include after-hours, weekends and/or holidays.

Urgent repairs are those where public interest and necessity demand an immediate response to avoid harm to, or

to safeguard life, health or property.

When the extent of urgency is no longer necessary because the threat to public health and safety and/or property is no longer present, the Contractor shall coordinate with the Project Manager or designee to schedule minor repair and maintenance work.

Scheduled Quarterly Inspections, Annual Inspections, Load Bank Testing, and Minor Repair Work

The Contractor must verbally respond within twenty-four (24) hours of telephone or email notification by the City. The scope of work and schedule shall be mutually agreed to between City staff and the Contractor before Work begins. Work under this category shall be planned and scheduled Monday through Friday during normal City business hours unless otherwise agreed to by the City.

The scope of work consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide on-call stationary generator maintenance and minor repair services for multiple divisions and facilities throughout the City. This agreement will be a task order-based, time and material contract. The Contractor shall provide a written estimate of services before a task order is issued.

DISCUSSION

The specific Work for these services includes providing on-call stationary generator maintenance and minor repair services for the twenty-seven (27) City-owned generators located at various locations throughout the City. Annually, these generators require Preventative Maintenance Checks and Services (PMCS), Load Bank Testing, unscheduled services and/or minor repairs to maintain regular operations, and all other appurtenant and associated work in accordance with the Contract Documents.

There were two (2) public bid attempts made by procurement staff that resulted in zero responsive bids. The first notice inviting formal bids (NIFB) on the Project was published on September 7, 2023, and all bids were due on October 5, 2023. The second NIFB was published on October 12, 2023, and all bids were due and opened on November 2, 2023. The City received zero responsive bids. Following City purchasing policies for requirements to secure a Sole Source Agreement, City staff obtained pricing from Quinn. Procurement staff reviewed all documentation received from Quinn and its subcontractors, verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the Contractor is capable of satisfactorily completing the services. Thus, staff recommends that the City Council award the Agreement for these services to Quinn.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement with Quinn shall not exceed $420,000 over the three (3) year term of this Agreement. Funding shall be provided by the Water Fund (601), Wastewater Fund (611) and the Fleet Services Fund (741). Each service provided through this Agreement shall be issued by a task order and subject to available funding. Staff within each Division will ensure sufficient funding of tasks prior to initiating task orders or incurring services, consistent with the City Council approved Operating Budgets. Subsequent fiscal year funding will be requested in the annual budget process.

DIVISION	FY 2023-24 4 months	FY 2024-25 12 months	FY 2025-26 12 months	FY 2026-27 8 months	TOTAL
Water	$20,000	$40,000	$40,000	$20,000	$120,000
Wastewater	$25,000	$50,000	$50,000	$25,000	$150,000
Fleet Services	$25,000	$50,000	$50,000	$50,000	$150,000
TOTAL	**$70,000**	**$140,000**	**$140,000**	**$95,000**	**$420,000**

For Finance Use Only: Water Operating Fund (Org. 6013600 Obj. 53200); Wastewater Operating Fund (Org. 6113615 Obj. 53200); Fleet Services Fund (Org. 7413750 Obj. 55020)

Prepared by: Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. Agreement 32400281
2. Presentation

CITY OF OXNARD CONTRACT FOR
ON-CALL STATIONARY GENERATOR
MAINTENANCE AND MINOR REPAIR SERVICES
SPECIFICATION NO. PW 24-15R

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and QUINN COMPANY dba. QUINN POWER SYSTEMS ("Contractor"). Contractor's license number is 496694.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions, filled in Designation of Subcontractors, filled in Industrial Safety Record Form, Plans, Standard Plans, 2018 edition of the Standard Specifications for Public Works Construction and the 2019 Errata No. 1 to the Standard Specification for Public Works Construction 2018 Edition (collectively the "Greenbook" or "SSPWC") except for Sections marked within the General and Special Provisions as exempt, Reference Specifications, insurance documentation, Bonds, the City business license, permits from regulatory agencies, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as the On-Call Stationary Generator Maintenance and Minor Repair Services, Specification No. PW 24-15R ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Rates and Costs are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices included in the attached Exhibit A, which in any case shall not exceed four hundred twenty thousand ($420,000) during the Contract Term.

4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) year(s) thereafter, unless sooner terminated pursuant to the Contract Documents.

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

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

qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

11. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

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

[signatures on following page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Purchasing Manager

ATTEST:

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

APPROVED AS TO FORM:

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

.

QUINN COMPANY
dba. QUINN POWER SYSTEMS

Michelle Locke, CFO[2] Date

Henry Quan, Executive Vice President[3] Date

[1] The City Council must authorize and the Mayor must sign any formally bid public project agreement over $200,000. The Mayor may authorize and sign any informally bid public project agreement over $100,000 but up to $200,000. The Purchasing Manager may authorize and sign any informally bid public project agreement up to $100,000.

[2] The City requires the following for any contract:
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Exhibit INS-D

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

COVERAGES

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:
Address:

Telephone: ( )

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

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 _____

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will likely perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, will likely specially fabricate and install a portion of the Work or improvement according to detailed drawings contained in the Plans, Specifications and Task Orders. If all Subcontractors do not fit on this page, photocopy it and attach that additional page or those additional pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work on any Task. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Highest Possible Percentage of Work (e.g., 10%)[1]
N/A	N/A	N/A	N/A	N/A	N/A

Bidder's Name: Quinn Company DBA Quinn Power Systems

Signature: _____ Title: Product Service Support Rep.

Print: Fernando Gonzalez Date: 12/12/2023

Signature: _____ Title: Sale Manager

Print: Geoff Matlock Date: 12/12/2023

[1] If Subcontractor X may perform 4% of one item on the Bid Sheets, 6% of another item and 9% of a third item, list only 9%. This percentage shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b). Bidders are instructed to review General Provisions Section 3-2 "*SELF PERFORMANCE*" for the percentage of Contract Work required of the Contractor.

INDUSTRIAL SAFETY RECORD FORM

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2023 (so far)	2022	2021	2020	2019	2018	Total
Number of contracts							
Total dollar amount of contracts (in thousands)							
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	3	3	1	4	6	0	17
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: Quinn Company DBA Quinn Power Systems

Signature: _____ Title: Product Service Support Rep.
Print: Fernando Gonzalez Date: 12/12/2023

Signature: _____ Title: Sale Manager
Print: Geoff Matlock Date: 12/12/2023

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

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

a contract (the "Contract") for the Work described as On-Call Stationary Generator Maintenance and Minor Repair Services, Specification No. PW 24-15R.

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

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

_____

_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of four hundred twenty thousand Dollars ($420,000), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code

Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

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

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

_____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call Stationary Generator Maintenance and Minor Repair Services, Specification No. PW 24-15R.

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

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

_____

_____,

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of four hundred twenty thousand Dollars ($420,000), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

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

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

of this Bond and has all rights of a party hereto.

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

Dated: _____

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

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

GENERAL PROVISIONS

SECTION 0. GREENBOOK

0-1 INCORPORATION

The 2018 edition of the Standard Specifications for Public Works Construction and the 2019 Errata No. 1 to the Standard Specification for Public Works Construction 2018 Edition (collectively the "Greenbook" or "SSPWC") available on the date Plans were signed by the Engineer (or if there are no such signed Plans, the time of Bid opening) are incorporated herein by this reference, except for the Sections expressly excluded below. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

The SSPWC is promulgated by Public Works Standards, Inc. This publication is available for purchase from BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, (800) 873-6397, www.bnibooks.com. This publication is copyrighted and the City will not provide copies.

0-2 CAPITALIZATION OF DEFINED TERMS

Unless otherwise capitalized, capitalized words within these Contract Documents may be defined terms in either the Greenbook or Section 1-2 of these General Provisions.

0-3 NUMBERING OF GENERAL PROVISIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Greenbook. Additional standard provisions are in Sections 9 and 10. If grant provisions apply, they will be in Sections 11 through 99. The Special Provisions will be numbered as Sections 1000 through 9999. Subsections of architectural and/or other work may be numbered according to the Construction Specifications Institute (CSI) format.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Business Day – Any day that City Hall is open for business

Calendar Days – See "Days" in Greenbook.

City – The City of Oxnard.

Contract Term – The time period listed in the Contract.

Contract Unit – A single unit of an item of Work.

County – County of Ventura, California

Inspector – An inspector of the City.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Payment Bond – A type of Bond issued by a Surety to guarantee that a contractor's subcontractors and material suppliers on all Tasks comprising a Project will be paid. A Payment Bond is also often called a "labor and materials Bond."

Performance Bond – A type of Bond issued by a Surety to guarantee the full and satisfactory completion of all Tasks comprising a Project by a contractor.

Project – Collectively, all of the Tasks to be constructed or done under the Contract, any permit, and any Task Order including the furnishing of all labor, materials, equipment, and services.

Project Manager – the Public Works Director's designee(s) responsible for a Task Project.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

Task – A particular scope of Work assigned to Contractor by City's Task Order.

Task Order – A written notice given by the Agency to the Contractor requesting a particular Task.

WIP – Work in place.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

City – See "Agency" in this Section.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, the Standard Specifications, all Task Orders, all Change Orders to Task Orders, insurance documentation, and Contractor's City business license.

Modification – Includes Change Orders, Supplemental Agreements, all Task Orders, and all Change Orders to Task Orders. A Modification may only be issued after the effective date of the Contract.

Specifications – Standard Specifications, Reference Specifications, Special Provisions, specifications in Change Orders or Supplemental Agreements, all Task Orders, and all

Change Orders to Task Orders between the Contractor and the Board.

Standard Plans – Details of standard structures, devices, or instructions referred to on the Plans, in the Specifications or in Task Orders by title or number.

Work – That which is proposed to be constructed or done under the Contract, any permit, or any Task Order including the furnishing of all labor, materials, equipment, and services.

Working Day – Any day within the Contract Term other than:

a) Saturday,

b) Sunday,

c) Regarding Work on major highways, between the hours of 7:00 p.m. and 7:00 a.m. of the following Calendar Day,

d) Regarding a Street, before 8:30 a.m. or after 3:30 p.m.,

e) Regarding any other Task site, before 7:00 a.m. or after 6:00 p.m.,

f) Any day designated as a holiday by the Agency,

g) Any other day designated as a holiday in a master labor agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association,

h) Any day the Contractor is prevented from working at the beginning of the Working Day for cause as specified in Section 6-4.1, and

i) Any day the Contractor is prevented from working during the first five (5) hours with at least sixty percent (60%) of the normal Work force for cause as specified in Section 6-4.1.

j) Any days and/or hour restrictions stipulated on Special Provisions

1-3 ABBREVIATIONS.

1-3.1 General *[see Greenbook]*.

1-3.2 Common Usage.

The abbreviations listed in Greenbook Section 1-3.2 shall be supplemented by the list below:

Abbreviation	Word or Words
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation
MUTCD	California Manual of Uniform Traffic Control Devices, latest edition

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

Abbreviation	Word or Words
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NFPA	National Fire Protection Association
VCAPCD……..	Ventura County Air Pollution Control District

1-4 UNITS OF MEASURE.

1-4.1 General *[see Greenbook]*.

1-4.2 Units of Measure and Their Abbreviations *[see Greenbook]*.

1-5 SYMBOLS [see Greenbook].

1-6 BIDDING AND SUBMISSION OF THE BID.

1.6.1 General. *[see Greenbook].*

1*-6.2 Subcontractor Listing *[see Greenbook].

1-7 AWARD AND EXECUTION OF CONTRACT.

1-7.1 General. *[see Greenbook].*

1-7.2 Contract Bonds.

Greenbook Section 1-7.2, which is not incorporated, shall be completely replaced with the following:

"Before execution of the Contract, the Bidder shall file Surety Bonds with the City in the amounts and for the purposes noted below. Bonds issued by a Surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the City. Bonds from all other Sureties shall be accompanied by all of the documents enumerated in the Code of Civil Procedure Section 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each Bond shall incorporate by reference the Contract and be signed by both the Bidder and the Surety. The signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two (2) good and sufficient Surety Bonds. The Payment Bond shall be for not less than one hundred percent (100%) of the not to exceed Contract Price. The Payment

Bond shall be to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Contractor shall maintain the Payment Bond in full force and effect until six (6) months after the period in which a stop payment notice may be given under Civil Code Section 9356.

The Performance Bond shall be for one hundred percent (100%) of the not to exceed Contract Price to guarantee faithful performance of all Work until the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last, in a manner satisfactory to the City and that all materials and workmanship will be free from original or developed defects.

Should any Bond become insufficient or any Surety give notice of pending liquidation, the Contractor shall obtain a new Bond within ten (10) Calendar Days after receiving the City's notice. Should any Surety give notice of pending liquidation, the Contractor shall send a copy of the entire notice within five (5) Calendar Days of receiving the notice and shall obtain a new Bond within ten (10) Calendar Days after receiving the notice.

Should any Surety at any time be unsatisfactory according to the rules listed within this Section, the City will notify the Contractor in this regard. No further payments shall be deemed due or will be made under the Contract until a new surety qualifies and is accepted by the City.

Changes in the Work or extensions of time, made pursuant to the Contract or any Task Order, shall in no way release the Contractor or the Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney (as well as a photocopy of each Bond). Other than for a Bid Bond, Contractor may not provide a deposit in lieu of any Bond. Each Bond shall be executed by an admitted surety insurer. Nothing herein shall abridge or amend Greenbook Section 3-13.3 or the related provisions in these Contract Documents."

SECTION 2. SCOPE OF THE WORK

2-1 WORK TO BE DONE.

Greenbook Section 2-1, which is not incorporated, shall be completely replaced with the following:

"Upon the City's issuance of a Task Order, the Contractor shall perform all Work necessary to complete that Task in accordance with the Contract Documents and that Task Order. Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work. The Contractor shall not be allowed to begin any construction, reconstruction, erection, alteration, restoration, improvement, painting, repainting, demolition and/or repair Work at the Task site before the issuance of the Task Order."

2-2 PERMITS.

Greenbook Section 2-2, which is not incorporated, shall be completely replaced with the following:

"Before starting any Task, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any permits required from all other agencies. Should any Task

require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on that Task. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor and all Subcontractors shall each obtain a City Business License and shall be licensed in accordance with the California Business and Professions Code. The Contractor and all Subcontractors shall bear all costs for their City Business Licenses."

2-3 RIGHT-OF-WAY.

The last sentence of Greenbook 2-3 is not incorporated and shall be completely replaced with the following:

"The Contractor shall conduct all of its activities and operations within the rights of way provided by the City or within the confines of public thoroughfares. The Contractor shall not allow its employees to use private property for any reason or to use water or electricity from such property without written permission from the property owner.

If, for any reason, the Contractor elects to encroach upon other lands, it shall first obtain written permission from the owner and provide evidence of such permission in writing to the Engineer prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold the City harmless from all claims or suits for damages occasioned by such work or activity, whether done in compliance with this subsection and with permission from the owner or in violation of this subsection without permission from the property owner."

2-4 COOPERATION AND COLLATERAL WORK.

The following paragraph shall be added to the end of Greenbook Section 2-4:

"The Contractor shall be responsible for coordinating all Work with the City's street sweeping, solid waste collection, street maintenance contractors, Police and Fire Departments, utility companies' crews, other City Public Works projects, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made for this purpose."

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

2-5.1 General.

The following paragraph shall be added to the end of Greenbook Section 2-5.1:

"The Contractor and its Subcontractors and suppliers shall not start, operate, move, or idle their equipment prior to the time specified for starting work each Working Day unless otherwise approved by the Engineer."

2-5.2 Temporary Utility Services *[see Greenbook].*

2-5.3 Crushing and Screening Operations *[see Greenbook].*

2-5.4 Haul Routes.

Greenbook Section 2-5.4, which is not incorporated, shall be completely replaced with the following:

"The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on any Task. Further detail requirements for haul traffic may be delineated in the Special Provisions or the Task Orders."

2-6 CHANGES REQUESTED BY THE CONTRACTOR [see Greenbook].

2-6.1 Requesting Extra Contract Units.

If the City's Task Order limits the Work on any given Task by number of Contract Units, Contractor may request in writing extra Contract Units, which the Project Manager may grant in writing at his or her discretion. If the Contractor failed to request in writing extra Contract Units or the Project Manager did not affirmatively grant extra Contract Units, the City will not be obligated to pay for the extra Contract Units.

2-7 CHANGES INITIATED BY THE AGENCY.

The following paragraph shall be added to Greenbook Section 2-7:

"The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of a Task or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the Project Manager, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done."

2-7.1 General.

Greenbook Section 2-7.1 which is not incorporated, shall be completely replaced with the following:

"The Agency may change the Plans, Specifications, Task Orders, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. The references to 'additive' and 'deductive' changes in this context are related to changes made within the scope of a Task.

Should it become necessary to exceed this twenty-five percent (25%) limitation, the change shall be by written Supplemental Agreement between the Contractor and Agency, unless both parties agree to proceed by Change Order.

Change Orders shall be in writing and state the dollar value of the change or establish the method

of payment, any adjustment in the Contract time of completion."

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT.

Greenbook Section 3-1, which is not incorporated, shall be completely replaced with the following:

"No Contract or portion thereof or Task Order or portion thereof may be assigned without consent of the Board, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the Board to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the Agency and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the Agency for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon the City's receipt of: (1) a letter from the Surety agreeing to the assignment and assigning the Bonds to the assignee without any reduction, or new Bonds supplied by the assignee (with a photocopy of each Bond) in the amounts originally required under the Contract Documents; (2) new insurance supplied by the assignee of the types and in the amounts required in the Contract Documents; (3) a copy of the assignee's City business license; (4) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required on this Project and the related Tasks; and (5) a complete list of all the new Subcontractors on the Designation of Subcontractors form herein or written confirmation that all of the assignor's Subcontractors will continue to provide Work and there are no new Subcontractors. Until the City receives all of the items mentioned in the prior sentence, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

3-2 SELF PERFORMANCE.

The first sentence of Greenbook Section 3-2, which is not incorporated, shall be completely replaced with the following:

"The Contractor shall perform, with its own organization, Contract Work amounting to at least fifty percent (50%) of the Contract Price, and Task Work amounting to at least fifty percent (50%) of the Task price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed will be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization."

3.3 SUBCONTRACTORS.

Greenbook Section 3.3, which is not incorporated, shall be completely replaced with the following:

"The Contractor shall give personal attention to the fulfillment of every Task. The Contractor shall keep all Work under its control.

Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their Work on every Task.

In addition to the requirements of 3.3, before the Work of any Subcontractor is started (including Subcontractors later determined to apply to a particular Task), the Contractor shall submit with its bid the completed Designation of Subcontractor form herein listing the name, contractor license number, DIR registration number, phone number and business address of each Subcontractor and a description of the type of Work and highest possible percentage of any Work per Task Order to be so subcontracted. The highest possible percentage of any Work per Task Order may not exceed the Contractor's self performance requirement as stated in Section 3-2. Only a single subcontractor per trade may be designated."

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER.

Greenbook Section 3-4, which is not incorporated, shall be completely replaced with the following:

"The Engineer shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of any and all Tasks, and any and all questions which may arise as to the interpretation of the Plans, Specifications and any Task Order. The Engineer shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the Engineer by emailing the Public Works Director (michael.wolfe@oxnard.org), requesting reconsideration of the Engineer's decision. The appeal must contain: a clear explanation of the decision and how it impacts the rest of the Task; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Public Works Director must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Engineer's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. Upon receipt of the appeal request, the Public Works Director or his or her designee shall review the email and all other information provided by the Contractor. The Public Works Director or his or her designee shall email the Contractor the decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the Engineer with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Engineer's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract."

3-5 INSPECTION.

The following paragraph shall be added to Greenbook Section 3-5:

"The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required."

The second sentence of Greenbook Section 3-5, which is not incorporated, shall be completely replaced with the following:

"The Contractor shall notify the Engineer 48 hours in advance of the start of the Work."

3-6 THE CONTRACTOR'S REPRESENTATIVE [see Greenbook].

The following paragraph shall be added to Greenbook Section 3-6:"Contractor's representative or alternate shall be available after normal working hours to respond to circumstance that arise within 30 minutes of being contacted by the City Inspector or Project Manager. The representative or alternate shall not be replaced without written notice to the City, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. Lack of supervision will be grounds for a Stop Work notice issued by the City, in which case no Work will be performed unless proper supervision is provided."

3-7 CONTRACT DOCUMENTS.

3-7.1 General.

The following shall be added to Greenbook Section 3-7.1:

"The Contractor shall keep at the Work site a copy of the Plans, Specifications, and relevant Task Orders, all of which the Engineer shall have access to at all times.

The Plans, Specifications, other Contract Documents and Task Orders shall govern the Work. The Contract Documents and Task Orders are intended to be complementary and cooperative. Anything specified in the Specifications, Plans or Task Orders shall be as though shown on or specified in all three (3) documents.

The Plans and/or Task Orders shall be supplemented by such working drawings and shop drawings as are necessary to adequately control the Work.

The Contractor shall, upon discovering any error or omission in the Plans, Specifications or Task Orders, immediately call it to the attention of the Engineer.

Contractor shall maintain a control set of Plans, Specifications and any relevant Task Order on that Task's site at all times. All final locations determined in the field, and any deviations from the Plans, Specifications, and relevant Task Orders, shall be marked in red on said control set to show the as-built conditions. This control set shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. These documents shall be kept up to date with the progress of the Work. Upon completion of all Work on a Task, the Contractor shall return the control set to the

Project Manager. Final payment will not be made until this requirement is met on all Tasks.

Where a Work feature is shown on the drawings, identified in the Specifications, or listed in the Task Order but is not individually mentioned in the Cost and Rates Exhibit sheets, the Contractor is required to complete the Work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a Work feature shall be included in the Task Order Proposal."

3-7.2 Precedence of the Contract Documents.

Greenbook Section 3-7.2, which is not incorporated, is completely replaced with the following:

"The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last, to any Task Orders.
3. Task Orders.
4. Change Orders and Supplemental Agreements, whichever occur last, to the Contract Documents.
5. Contract.
6. Addenda.
7. Notice Inviting Bids.
8. Instructions to Bidders.
9. Bid/ Proposal.
10. Plans.
11. Special Provisions.
12. General Provisions.
13. Plans.
14. City Standard Plans.
15. SSP.
16. Greenbook.
17. Reference Specifications.

All of the aforementioned documents are incorporated herein by this reference.

3-8 Submittals *[see Greenbook]*.

3-8.1 General [see Greenbook].

3-8.2 Working Drawings [see Greenbook].

3-8.3 Shop Drawings [see Greenbook].

3-8.4 Supporting Information [see Greenbook].

3-8.5 Installation Instructions [see Greenbook].

3-8.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].

3-9 SUBSURFACE DATA.

The following shall be added to Greenbook Section 3-9:

"If the City or its consultants have made investigations of subsurface conditions in areas where any Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City."

3-10 SURVEYING.

3-10.1 General.

Greenbook Section 3-10.1, which is not incorporated, shall be completely replaced with the following:

"The Contractor shall verify all dimensions on the drawings in the Contract Documents or any Task Order and shall report to the City any discrepancies before proceeding with a related Task. The City does not provide AutoCAD files. The Contractor shall perform all survey and layout Work per the benchmark information in the Contract Documents or any Task Order. Said surveying and staking shall be performed by a land surveyor, licensed to perform said work in the State of California. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq*). The Contractor shall provide the Engineer with the results of the survey before proceeding. All Project or Task surveying notes and "cut-sheets" are to be provided to the City after the completion of each surveying activity, and all final surveying notes shall be provided before final payment to the Contractor. All survey work shall be performed to the satisfaction of the Engineer.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense."

3-10.3 Line and Grade *[see Greenbook]*.

3-10.4 Permanent Survey Markers *[additional to Greenbook].*

Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that 'control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control' until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying

within the State of California.

If a Task requires the Contractor to disturb survey monuments, the Contractor shall submit to the Engineer a minimum of five (5) Calendar Days before starting the Task a list of controlling survey monuments that may be disturbed. The Contractor will:

a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed;

b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments; and

c) File a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

The Contractor is responsible for preservation and perpetuation of existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Engineer or Surveyor before disturbance or removal of existing monuments. The Contractor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771 at its own expense."

3-10.5 Survey Service *[additional to Greenbook].*

"The Contractor will perform and be responsible for the accuracy of surveying adequate for construction. The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement will be performed by the Contractor at its own expense.

The Contractor shall notify the Engineer in writing at least two (2) Working Days before survey information will be required in connection with the laying out of any portion of a Task. The Contractor shall dig all holes necessary for line and grade stakes.

Unless otherwise specified in the Special Provisions, the Contractor will set and station stakes for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

The line and grades for construction will be parallel to and offset from the position of the Work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the Work and shall be responsible for the correctness of same."

3-11 CONTRACT INFORMATION SIGNS.

The following shall be added to Greenbook Section 3-11:

"Contractor shall not advertise or allow advertising at any Task site other than what is printed on trucks and equipment before the Work begins."

3-12 WORKSITE MAINTENANCE.

The following shall be added to Greenbook Section 3-12:

"Thorough clean-up shall be done as Work progresses on each Task at the end of each Working Day. The Contractor shall not allow a Task site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at a Task site and cannot be "stockpiled," but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City. The City shall then deduct the cost of its cleaning from the next or any upcoming payments due to the Contractor or from the Contractor's retention.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make arrangements for any off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within a Task site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at a Task site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Task, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of any Task by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of that Task site.

All costs associated with the clean-up and storage required to complete the Task shall be the sole responsibility of the Contractor."

3-12.1 General *[see Greenbook]*.

3-12.2 Air Pollution Control *[see Greenbook]*.

3-12.3 Noise Control *[see Greenbook]*.

The following shall be added to Greenbook Section 3-12.3:

"To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames on any Task to minimize potential annoyance related to the construction noise."

3-12.4 Storage of Equipment and Materials *[see Greenbook]*.

3-12.4.1 General [see Greenbook].

3-12.4.2 Storage in Public Streets [see Greenbook].

3-12.5 Sanitary Sewers.

3-12.5.1 General [see Greenbook].

3-12.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

3-12.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

3-12.6 Water Pollution Control.

3-12.6.1 General [see Greenbook].

3-12.6.2 Best Management Practices (BMPs).

The following shall be added to Greenbook Section 3-12.6.2:

"The Contractor will be required to meet the minimum BMPs of providing a Stormwater Management Plan if any Task does not require a SWPPP according to the Ventura County Watershed Protection District. The Contractor shall submit a Best Management Practice (BMP) Plan for containing any wastewater or storm water runoff from the Task site including, but not limited to the following:

1. No placement of construction materials where they could enter Storm Drain system, which includes gutters that lead to catch basins.
2. Checking construction vehicles for leaking fluids.
3. Providing a controlled area for cleaning or rinse-down activities.
4. Monitoring construction activities.
5. Minimizing usage of water.
6. Providing measures to capture or vacuum-up water contaminated with construction debris.
7. Removing any construction-related debris on a daily basis.
8. Protecting Work areas from erosion.
9. Street sweeping at regular intervals required to control dust, debris, sediment and erosion.

The BMP Plan must be approved by the Project Manager before any Work on any Task begins. The City will monitor the adjacent Storm Drains and Streets for compliance. Failure of the Contractor to follow the approved BMP Plan will result in immediate clean-up by City and back-charging the Contractor for all costs plus fifteen percent (15%)."

3-2.6.3 Storm Water Pollution Prevention Plan (SWPPP) [see Greenbook].

Greenbook Section 3-12.6.3, which is not incorporated shall be completely replaced with the following:

"If the nature of a Task requires the Contractor to file a Notice of Intent and SWPPP with the State regulatory agency, the Contractor shall do so. If this is not required, the Contractor shall submit a

local SWPPP and a wet weather erosion control plan during the rainy season October 1st to April 15th to comply with City policy regarding storm water management. The Contractor shall take all necessary precautions to minimize storm water pollution and control the pollutants from entering the drainage system as directed by the City's representative. At any point, a local SWPPP is subject to change if the City determines the inadequacy of the approved SWPPP to address the pollutants of concern. Upon written notification by the City, the Contractor shall submit a revised SWPPP, subject to City approval, within five (5) Working Days following notification. Failure to do so could result in a stoppage of all Work on the relevant Tasks without an extension in the time for completion of the Work."

3-12.6.4 Dewatering.

The following shall be added to Greenbook Section 3-12.6.4:

"Failure to dewater per Contractor's approved dewatering plans per Task shall lead to the immediate issuance of a stop notice on that Task. Any fees associated with the failure to perform dewatering will be passed onto the Contractor."

3-12.6.5 Payment *[see Greenbook].*

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.1 Completion.

Greenbook Section 3-13.1, which is not incorporated, shall be completely replaced with the following:

"For each Task, the Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents and that Task Order, the Engineer will set forth in writing the date the Work was completed. This will be the date to which liquidated damages will be computed."

3-13.2 Acceptance.

Greenbook Section 3-13.2, which is not incorporated, shall be completely replaced with the following:

"A Task will not be considered complete until all required Work is completed, the Task site is cleaned up in accordance with Greenbook Section 3-12, the General Provisions, the Special Provisions, and the Task Order, and all of the following items have been received by the Project Manager:

1. All written guarantees and warranties;

2. All "as-builts"; and

3. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic

adjustments, maintenance or other operation procedures.

The Contractor shall submit a written notice for final inspection on each Task to the Project Manager. The Project Manager's acceptance of each Task must be in writing.

The Project shall be considered 'completed' and 'accepted' at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last."

3-13.3 Warranty.

Greenbook Section 3-13.3, which is not incorporated, shall be completely replaced with the following:

The Work shall be warranted by the Contractor against defective materials and workmanship for a period of one (1) year. For the purposes of the calculation of the start of the warranty period, the Project shall be deemed to be completed per section 3-13.2. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the Project Manager's acceptance of the final item on that punchlist.

The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are deemed completed per section 3-13-2.

The Contractor shall repair or replace defective materials and workmanship as required by the Engineer at Contractor's own expense. The Contractor shall make all repairs, replacements, and restorations within thirty (30) Calendar Days of the date of the Project Manager's written notice, unless that notice shall require such repairs, replacements, and restorations within another time frame. Additionally, the Contractor shall defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects or non-compliance.

No certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under this warranty. Payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual cost, the Contractor's surety shall be liable for the cost thereof."

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL [see Greenbook].

4-2 PROTECTION.

The following shall be added to Greenbook Section 4-2:

"The Contractor shall continuously maintain adequate protection of all of its Work from damage.

The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions."

4-3 INSPECTION.

4-3.1 General [see Greenbook].

4-3.2 Inspection by the Agency [see Greenbook].

4-3.3 Inspection of Items Not Locally Produced [see Greenbook].

4-4 TESTING.

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Greenbook and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-5 CERTIFICATE OF COMPLIANCE [see Greenbook].

4-6 TRADE NAMES.

The following shall be added to Greenbook Section 4-6:

"For convenience in designation on the Plans, Specifications and Task Orders, certain materials, products, things, or services incorporated in the Work may be designated under a brand or trade name. Unless otherwise listed in a Task Order, the use of alternative materials, products, things, or services that are of equal quality and of the required characteristics for the purpose intended will be allowed, subject to the approval of the Project Manager, in accordance with Public Contract Code Section 3400 and Greenbook Section 4-6. Unless otherwise stated in writing, the phrase "or equal" shall be assumed after any and all brand and trade names.

If the Contractor requests to substitute an equivalent material, product or thing for a brand or trade name material, product or thing, the burden of proof as to the comparative quality and suitability of the alternative material, product or thing shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Project Manager, including but not limited to:

- Identification of the material, product or thing and complete manufacturer's literature that details the substituted material, product or thing.
- The names and addresses of the manufacturer's representative for the substituted material, product or thing.
- How the substituted material, product or thing would impact the Task's completion date.
- The difference in cost between the substituted material, product or thing and the specified material, product or thing.
- A detailed description of the difference between the substituted material, product or thing and the specified material, product or thing.
- If requested by the City, samples of the substituted material, product or thing.
- The names and addresses of at least five (5) projects where the substituted material, product or thing has been used.

If the Contractor requests to substitute an equivalent service for a brand or trade name service, the burden of proof as to the comparative quality and suitability of the alternative service shall likewise be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Project Manager, including but not limited to:

- Identification of the service and literature that details the substituted service.
- The names and addresses of the representatives of the substituted service.
- How the substituted service would impact the Task's completion date.
- The difference in cost between the substituted service and the specified service.
- A detailed description of the difference between the substituted service and the specified service.
- The names and addresses of at least five (5) projects where the substituted service has been used.

All requests for substitution shall be submitted, together with all documentation necessary for the Project Manager to determine equivalence, no later than three (3) Calendar Days following a Task Order, unless a different deadline is listed in the Special Provisions or in that Task Order."

4-7 WEIGHING AND METERING EQUIPMENT [see Greenbook].

4-8 CALIBRATION OF TESTING EQUIPMENT [see Greenbook].

SECTION 5 LEGAL REGULATIONS AND RESPONSIBILITIES

5-1 LAWS TO BE OBSERVED [see Greenbook].

5-2 SPECIAL NOTICES [see Greenbook].

5-3 LABOR.

5-3.1 General *[see Greenbook]*

5-3.2 Prevailing Wages.

Greenbook Section 5-3.2 is not incorporated into these Contract Documents.

5-3.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that the Tasks comprising the Project are "public work" as defined in Labor Code Section 1720 *et seq*., and that these Tasks are subject to Labor Code Section 1720 *et seq*., including without limitation Labor Code Section 1771 and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq*. and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the Contract Term.

5-3.2.2 Copies of Wage Rates [additional to the Greenbook].

Pursuant to Labor Code Section 1773.2, once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform that Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at www.dir.ca.gov/. By initiating any Task, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates all rate changes at each job site covered by these Contract Documents.

5-3.2.3 Job Site Notices [additional to the Greenbook].

The Contractor is required to post job site notices, as prescribed by regulation.

5-3.2.4 Failure to Pay Prevailing Rates [additional to the Greenbook].

The Contractor 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. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any Task done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

5-3.2.5 Apprentices [additional to the Greenbook].

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all occupations that have apprentices, including notifying approved apprenticeship programs of Contract award, employing apprentices, and paying training fund contributions. Before commencing any Task, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

5-3.2.6 Debarment or Suspension [additional to Greenbook].

The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract Term pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor or any Subcontractor becomes debarred or suspended throughout the duration of the Contract Term, the Contractor shall immediately notify the City.

5-3.3 Payroll Records.

Greenbook Section 5-3.3, which is not incorporated, shall be completely replaced with the following:

"The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which require the Contractor and each Subcontractor to (1) keep accurate payroll records and

verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from any payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR."

5-3.4 Hours of Labor.

Greenbook Section 5-3.4, which is not incorporated, shall be completely replaced with the following:

"The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of any Task by the Contractor or by any Subcontractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) 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 employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted on a Task only upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay."

5-3.5 Registration with the DIR [*additional to the Greenbook]*.

A Contractor or Subcontractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded. Contractor 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 the Contract.

5-3.6 Compliance Monitoring *[additional to the Greenbook]*.

This Project and all related Tasks are subject to compliance monitoring and enforcement by the DIR.

5-3.7 Subcontractors *[additional to the Greenbook]*.

For every Subcontractor who will perform Work on any and all Tasks, the Contractor shall be responsible for such Subcontractor's compliance with Labor Code Sections 1720 *et seq*., 1860 and 3700, and the Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a

requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

5-3.8 Debarred or Suspended Subcontractors *[additional to the Greenbook]*.

The Contractor shall not perform Work on any Task with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or 1777.7.

5-3.9 Prevailing Wage Indemnity *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 503 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, any Task Order, or both, including without limitation the payment of all attorneys' fees and other related costs and expenses.

5-3.10 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 5-3 shall survive expiration or termination of the Contract.

5-4 INSURANCE [see Greenbook].

Greenbook Section 5-4, which is not incorporated, shall be completely replaced with the following:

"All insurance requirements shall be those listed in the City's document titled INS- D, which is incorporated herein by this reference."

Greenbook Sections 5-4.1, 5-4.2, 5-4.3 and 5-4.4 are not to be incorporated into these Contract Documents.

5-4.1 Indemnification *[additional to the Greenbook]*.

5-4.2 Contractor's Duty *[additional to the Greenbook].*

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the

Contractor or any of its officers, employees, and agents, Subcontractors, material suppliers or any of their officers, employees, or agents arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable.

5-4.3 Civil Code Exception *[additional to the Greenbook].*

Nothing in this Section 7-4 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-4.4 Nonwaiver of Rights *[additional to the Greenbook].*

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

5-4.5 Waiver of Right of Subrogation *[additional to the Greenbook]*.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

5-4.6 Survival *[additional to the Greenbook]*.

The provisions of this Section 7-4 shall survive the Contract Term, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

5-5 ANTITRUST CLAIMS [see Greenbook].

5-6 PATENT FEES OR ROYALTIES [see Greenbook].

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General.

The following shall be added to Greenbook Section 5-7.1.1:

"The Contractor shall be solely responsible for ensuring that all work performed under the Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe Project site."

5-7.1.2 Work Site Safety Official [see Greenbook].

5-7.2 Safety Orders.

5-7.2.1 General [see Greenbook].

5-7.2.2 Shoring Plan [see Greenbook].

5-7.2.3 Payment [see Greenbook].

5-7.3 Use of Explosives [see Greenbook].

5-7.4 Hazardous Substances [see Greenbook].

5-7.5 Confined Spaces.

5-7.5.1 Confined Space Entry Program (CSEP) [see Greenbook].

5-7.5.2 Permit-Required Confined Spaces [see Greenbook].

5-7.5.3 Payment [see Greenbook].

5-7.5.4 "Tailgate" or Safety Meetings [additional to the Greenbook].

The Contractor must submit to the Project Manager a written report by the end of every week of the "tailgate" or safety meeting(s) held by the Contractor and every Subcontractor working on the Project that week. The Contractor may require that every Subcontractor prepare its own weekly "tailgate" or safety meeting reports; however, every week the Contractor is still responsible for getting a copy of each Subcontractor's report to the Project Manager. Each written report shall include an agenda of the meeting topics, the date, time and location of the meeting, and a list of attendees.

5-7.6 Flood Lighting.

5-7.6.1 General [see Greenbook].

5-7.6.1 Payment [see Greenbook].

5-7.7 Security and Protective Devices *[see Greenbook].*

5.7.7.1 General [see Greenbook].

5-7.7.2 Security Fencing [see Greenbook].

5-7.8 Steel Plate Covers.

5-7.8.1 General [see Greenbook].

5-7.8.2 Thickness [see Greenbook].

*5-7**.8.3 Installation [see Greenbook].***

5-7.8.4 Payment [see Greenbook].

5-7.8.5 Protection of the Public [additional to the Greenbook].

"It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work or partially removed facilities. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The requirements of the State Division of Industrial Safety for trenches, excavations and shoring shall apply to all aspects of this Project. Safety is stressed. Trenches, excavations and other openings, if any, shall be covered at the end of each Working Day. Any operations or situation that threatens the safety of workers or the public, including traffic control not in compliance with the approved traffic control plan and the MUTDC, shall cause the suspension of Work until corrections are made.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work, and shall be solely responsible for all construction methods and sequences.

Should the Contractor not comply with CalOSHA or federal OSHA safety requirements and the Project Manager find out, he or she may issue a Notice of Noncompliance. If the Project Manager does so, the Contractor will furnish and install additional or different measures at the Contractor's own expense. Should the Contractor refuse or fail to act in a timely manner to correct a hazardous condition, the Project Manager may direct City forces or another contractor to provide the necessary protective and warning devices as deemed appropriate by the Project Manager. The costs incurred by the City will be deducted from the Contractor's next payment and further payments as needed. Any action or inaction on the part of the City in directing attention to the inadequacy of warning and protective measures or providing additional protective and warning devices shall not relieve the Contractor from responsibility for public safety or change the Contractor's obligation to furnish and pay for these devices."

5-7.9 Emergencies *[additional to the Greenbook]*.

"Five (5) Calendar Days before the start of construction operations, the Contractor shall notify the Police and Fire Departments wherein the Project lies, giving the expected starting date, completion date and the name and telephone number of a responsible person who may be contacted at any hour in the event of a condition requiring immediate correction.

Whenever an emergency exists and the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished.

All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition."

5-7.10 Public Notices *[additional to the Greenbook]*.

5-7.10.1 Notification to Property Owners and Businesses [additional to the Greenbook].

"In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. Contractor must get notice approved by the Project Manager before distribution. The Contractor must hand-deliver all notices to adjacent residents, business, and other areas directed by the Project Manager."

5-7.10.2 Residents' Complaints [additional to the Greenbook].

It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor, in turn, shall contact the resident, inform the Project Manager within twenty-four (24) hours of the action to be taken, or both, at the Project Manager's discretion.

5-7.10.3 Project Identification Sign [additional to the Greenbook].

"The Contractor must furnish portable changeable message signs if required by the City's Traffic Engineer. The Contractor shall program messages and place in location as directed, including periodic relocations as required. The Contractor must keep such signs clean and in good repair."

5-7.11 Access [additional to Greenbook].

"All construction Work and traffic control shall be scheduled and constructed to provide for a

minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic until the Work called for in the Plans, Greenbook, General Provisions, Special Provisions and Task Orders and as directed by the Project Manager is complete.

Access to Street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for construction that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule of any Task shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected."

5-7.12 Traffic [additional to the Greenbook].

"TEMPORARY NO PARKING" signs shall be posted at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking in that Task is accepted by the City. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars ($25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor."

5-7.12.1 Traffic Control Plan (TCP) [additional to the Greenbook].

"All Tasks shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan (TCP) for all phases of construction for review that shall conform to the Task Order, Greenbook, General Provisions, Special Provisions, the MUTCD, the latest edition of the SSS and the SSP and must be approved by the Project Manager before construction. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work on the Task before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense, and no additional Working Days will be granted.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of any Task. Traffic control shall address parking changes as well. Before the beginning of any Work, or if there are changes to the proposed TCP then after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During

any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the construction zone.

For construction in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into the Task's schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the schoolday start time and one (1) hour before or one (1) hour after schoolday end time. Contractor shall notify School District of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required and at the end of each Working Day. "

5-7.12.2 Street Closures, Detours, Barricades [additional to the Greenbook].

"Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions or the Task Order.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the MUTCD. Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection with this will be deducted from the Contractor's next payment or the retention.

Advance warning signs must be provided with orange warning flags in advance of temporary stop signs. Temporary stop signs are required any time a traffic signal is dark. Temporary stop signs shall be mounted at seven (7) feet height. The Contractor shall post standard "NO STOPPING – CONSTRUCTION ZONE" signs forty-eight (48) hours before construction, not more than fifty (50) feet apart within the Work area, showing the date and time of construction.

The Contractor shall provide advance construction notification signs at each end of each Task at least three (3) Calendar Days before the start of construction at each site. Notification signs shall include the construction start and completion dates."

5-8 RECYCLING OF MATERIALS [additional to the Greenbook].

"Contractor must adhere to the City's recycling plans, which are incorporated by this reference and available through the Project Manager."

5-9 CONFIDENTIALITY [additional to the Greenbook].

5-9.1 Confidential Information *[additional to the Greenbook]*.

"For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including

without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, plans, specifications, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, change orders and formulas; or (ii) non-technical information, including without limitation pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which (i) is disclosed to the Contractor or (ii) developed by Contractor at the City's expense."

5-9.2 Information Provided by Contractor *[additional to the Greenbook]*.

"All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City. The Contractor does not have the authority to, and shall not, allow anyone else to reproduce, transmit, disclose or use such Confidential Information; if such a request is submitted, Contractor shall direct the requestor to the City."

5-9.3 Exemptions *[additional to the Greenbook]*.

"Notwithstanding the above, these limitations shall not apply to information: (i) that is already known to Contractor at the time of its disclosure or becomes publicly known through no wrongful act or omission of Contractor; (ii) when such information is communicated to a third party with the express written consent of the City and is not subject to restrictions on further use or disclosure; or (iii) that is required by law to be disclosed to any governmental agency, or required by court order, a court-issued subpoena or other legal process to be disclosed. Before making any such disclosure listed in this paragraph, Contractor shall immediately provide the City with written notice and a reasonable opportunity for the City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is impermissible by law or court order."

5-9.4 Enforcement *[additional to the Greenbook]*.

"Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 5-9.4 may result in irreparable injury to the City."

5-9.5 No Warranties by City *[additional to the Greenbook]*.

"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 Section or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section."

5-9.6 Survival *[additional to the Greenbook]*.

"All duties of the Contractor under this Section 5-9.6 shall survive expiration or termination of the Contract."

5-10 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS [additional to Greenbook].

"The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed and approved by the City Inspector before the start of that Task.

Where the Contractor damages, wholly or partially removes, or reduces the reflectivity of existing traffic striping, pavement markings, and curb markings, such striping or markings shall also be considered as existing improvements, and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the state of the striping, pavement markings, and curb markings before Contractor began the Task(s) or to the nearby existing improvements, whichever is higher quality, and shall match this standard in finish and dimensions unless otherwise specified.

All costs to the Contractor for marking, protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid."

SECTION 6. PROSECUTION AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

The Greenbook uses the term "construction schedule" but the City prefers the term "baseline construction schedule" in this context; thus, where "construction schedule" appears in Greenbook Section 6-1 or any of its subsections, "baseline construction schedule" is substituted.

6-1.1 Baseline Construction Schedule.

The following shall be added to Greenbook Section 6-1.1:

"The first sentence of this Section shall be replaced by the following: "After the City issues a Task Order and before starting any Work on that Task, the Contractor shall submit its proposed baseline construction schedule for that Task to the City Engineer for approval unless the City Engineer waives this requirement."

Contractor shall not proceed pursuant to a Task Order until the baseline construction schedule documents are submitted to the Project Manager for approval. "Approval" within this Section shall mean the Project Manager ensures the baseline construction schedule meets the start and end dates and meets format requirements; "approval" does not include the Project Manager's assessment of whether the Work can be completed according to that baseline construction schedule. "

6-1.1.1 Pre-Construction Meeting [additional to Greenbook].

"At the Project Manager's discretion, the Contractor and the Project Manager shall hold a pre-construction meeting before any Work on any Task commences. If so, the Contractor's Project

Manager for that Task, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate shall attend that meeting.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the Project Manager for approval a minimum of two (2) Working Days before each Task's pre-construction meeting. Unless previously submitted to the Project Manager, the Contractor shall bring to the pre-construction meeting copies of each of the following for that Task:

1) The Baseline Construction Schedule.
2) Both the daytime and emergency phone numbers of the person or persons who will be designated as Contractor's general construction superintendent or on-site construction manager for all Tasks.
3) A procurement schedule of major equipment and materials and items requiring long lead time.
4) Shop drawing/ a sample submittal schedule.
5) A preliminary schedule of values for progress payment purposes, unless payment shall be made in one lump sum, which shall be stated.

The purpose of the pre-construction meeting is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. For each Task, the Contractor shall be prepared to discuss all of the items listed below.

1) The Contractor's proposed baseline construction schedule.
2) Notification of local residents before starting any Work and keeping them informed throughout the time in which the Task is being performed.
3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
4) Processing applications for payment.
5) Maintaining record documents.
6) Critical Work sequencing.
7) Maintaining sewage service during construction, including proposed by-passes.
8) NPDES requirements, if any.
9) Field decisions and Change Orders.
10) Use of a Task site, office and storage areas, security, housekeeping, and the City's needs.
11) Major equipment deliveries and priorities.
12) Traffic control.
13) Labor Requirements, including but not limited to prevailing wages.
14) Permits.
15) Any other item that the Project Manager states is relevant to the meeting."

6-1.1.2 Progress Meetings [additional to Greenbook].

"Progress meetings may be held during the course of each Task at intervals set by the Project Manager. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a "look ahead" schedule for each meeting that gives information up to the date of the next meeting. The Project Manager will preside at these meetings. As the Task progresses, if it is determined by mutual agreement of the attendees, that such meetings are not necessary, the progress meetings may be changed to a different interval or may be stopped entirely."

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2, which is not incorporated, shall be completely replaced as follows:

"The Contract time shall commence upon the date of issuance of the first Task Order. The Work shall start within the time period that the Project Manager states and be diligently prosecuted to completion by the deadline written in the Task Order."

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2, which is not incorporated, shall be completely replaced as follows:

"If the Contractor has fallen behind any Task's approved baseline construction schedule, as modified by such time extension as may have been granted by the City for unavoidable delays, by more than twenty percent (20%) of the total number of Working Days for each Task, the Contractor shall submit a recovery schedule to the Project Manager that exactly indicates measures of schedule recovery including, but not limited to, revised methods of procurement, revised sequencing of Work, and any additional measures such as increasing the number of personnel, shifts, overtime operations, Working Days, amount of construction equipment until such time as the Task is back on schedule. All costs required to bring the Task back on schedule shall be borne by the Contractor without additional cost to the City.

If the Contractor falls behind any Task's approved baseline construction schedule, as modified by such time extension as may have been granted by the City for unavoidable delays, by more than thirty-five percent (35%) of the total number of Working Days for each Task—or if the Contractor is being paid a lump sum, by more than three (3) Working Days—the City can deem that the Contractor is in material breach of the Contract, in which case the Work shall be turned over to the Surety for completion.

Alternatively, if the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may issue an order of noncompliance in any form or manner. If the order is in writing, the Project Manager has the option of listing the steps required to remedy the situation and reasonable deadlines for each step. The Project Manager may also provide that if such steps are not taken within such listed deadlines, then an amount of listed in the Task Order as the liquidated damages for that particular Task may be assessed for each Calendar Day of delay as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess liquidated damages in accordance with Section 6-9 and these General Provisions. Execution of the Task Order shall constitute agreement by the City and the Contractor that the listed amount per Calendar Day is the minimum value of the costs and actual damage caused by the failure of the Contractor to prosecute the Task according to the construction schedule. Such sum is similar to liquidated damages, shall not be construed as a penalty, and may be deducted from payments due to the Contractor if such delay occurs.

These options are available in addition to all other options in the Greenbook or as otherwise legally available."

6-3 TIME OF COMPLETION.

6-3.1 General.

Greenbook Section 6-3.1, which is not incorporated, shall be completely replaced with the following:

"The Contractor shall complete each Task, and each portion thereof, within the time specified in that Task Order."

6-3.2 Contract Time Accounting *[see Greenbook].*

6-4 DELAYS AND EXTENSIONS OF TIME.

6-4.1 General.

Greenbook Section 6-4.1, which is not incorporated, shall be completely replaced as follows:

"If delays are caused by unforeseen events beyond the control of the Contractor, and the Project Manager approves the unforeseen events, such delays may entitle the Contractor to an extension of the Task's time as provided in the Task Order, but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in 6-4.3. In any case, no extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating the cessation of work, or other similar action of the elements. No time extension will be granted for delays which do not affect the critical path of the baseline construction schedule on any Task.

Unless otherwise agreed to in writing, an adjustment to the Task's time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the rights of the parties, or either of them, to seek an adjustment to the Task's time, then the parties forever relinquish and waive such rights and there shall be no further adjustments to the Task's time.

6-4.2 Extensions of Time.

The following shall be added to Greenbook Section 6-4.2:

"In the event it is deemed appropriate by the City to extend the time for completion of the Work on any Task, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time without additional notice. The amount of time allowed by an extension shall be limited to the period of the delay giving rise to that extension as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Task's time, the Contractor shall promptly proceed with the Work."

6-4.3 Payment for Delays.

The following shall be added to Greenbook Section 6-4.3:

"Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment or compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of a Task, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Task by the period of the delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor."

6-4.4 Written Notice and Report.

Greenbook Section 6-4.4, which is not incorporated, shall be completely replaced as follows:

"If the Contractor desires payment for a delay or an extension of time, the Contractor shall submit to the Project Manager a written request and report of cause within three (3) Working Days after the beginning of the delay such a request and report are impossible to submit due to the nature of the delay. In such a case, Contractor shall submit the request and report as soon thereafter as possible.

Such request and report of cause shall specify the nature of the delay and the conditions that set the beginning time of delay. If the delay is due to an inability to obtain materials or equipment, the request and report of cause must include the following items as appropriate under the circumstances: the date Contractor was first notified of the delay; the date the delay began; the exact description of the material, equipment or other cause of the delay; documentation showing when and from whom the delaying item was ordered; documentation of promise to deliver the delaying item; documentation of actual delivery date of the delaying item; description of how late delivery caused delay, including references to the construction schedule; documentation of measures taken to get prompt delivery; documentation of attempts to get delivery from other sources; description of steps taken in the Work scheduling to minimize effects of late delivery; a description of steps taken to get the Task back on schedule after delivery; and a statement of the actual time lost as a result of late delivery. Failure by the Contractor to file all of these items within the time specified herein will be considered grounds for rejection by the City, regardless of the merit of the issues raised in that notice."

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION.

6-6 SUSPENSION OF THE WORK.

6-6.1 General *[see Greenbook].*

6-6.2 Archeological and Paleontological Discoveries *[see Greenbook].*

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.

6-7.1 General *[see Greenbook].*

6-7.2 Notice to Cure *[see Greenbook].*

6-7.3 Notice of Termination for Default *[see Greenbook].*

6-7.4 Responsibilities of the Surety.

The first sentence of the second paragraph of this Section, which is not incorporated, is replaced in full with the following:

"Within ten (10) Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Agency a written plan detailing the course of action it intends to take to remedy the default."

6-7.5 Payment *[see Greenbook].*

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

The following shall be added to Greenbook Section 6-8:

"In addition to the reasons for termination listed in Greenbook Section 6-8, which allow termination upon any written notice, the City may terminate the Contract for any other reason or for no reason upon thirty (30) Calendar Days' written notice, and the City may terminate any Task for any reason or for no reason upon seven (7) Calendar Day's written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract or in the terminated Task.

Furthermore, some of the City's projects are funded in whole or in part by funds other than the City's General Fund. If this Project or any Task is funded by such external funds in whole or in part, those external funds are terminated or reduced at any time and for any reason or for no reason at all, and the City determines at its discretion that no other funding is available for continuation of this Project or any Task, the City will not be obligated to continue funding for the services contained in these Contract Documents and may terminate the Project or any Task immediately. The City shall reimburse the Contractor for any Work satisfactorily completed until the termination date. In no event shall the total amount of money to the Contractor exceed the amount which the City has received in funding from its external source. The Special Provisions may include further details in this regard."

6-9 LIQUIDATED DAMAGES.

Greenbook Section 6-9, which is not incorporated, shall be completely replaced with the following:

"Contractor must complete all Work for a Task by the date listed in that Task Order. Failure of the Contractor to complete each Task within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive Calendar Day in excess of the time specified for completion of the Task, as adjusted in accordance with 6-4, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of that is listed in that Task Order, which in any case shall not exceed $250.

Issuance of the Task Order shall constitute agreement by the Agency, and the commencement of Work on that Task shall constitute agreement by the Contractor, that the amount per Calendar

Day listed in that Task Order is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work of that Task within the allotted time. Such sum is liquidated damages, shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs."

6-10 CEASING ISSUANCE OF TASK ORDERS [additional to Greenbook].

"At any time, the Agency may stop issuing Task Orders for new Tasks, which shall not constitute a termination of the Contract. The Agency does not guarantee any amount of Work under this Contract, any particular type of Work within the scope of services in the Contract Documents, or any frequency of Task Orders. "

SECTION 7 MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

7-1.1 General *[see Greenbook]*.

7-1.2 Methods of Measurement.

The following shall be added to Greenbook Section 7-1.2:

"The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete all Tasks as outlined in these Contract Documents and their Task Orders and as directed by the Project Manager."

7-1.3 Certified Weights *[see Greenbook]*.

7-2 LUMP SUM WORK [see Greenbook].

7-3 PAYMENT.

7-3.1 General *[see Greenbook].*

7-3.2 Partial and Final Payment *[see Greenbook]*.

7-3.2.1 Monthly Closure Date and Invoice Date [additional to Greenbook].

"In accordance with Greenbook Section 7-3.2, the monthly closure date shall be the last Working Day of each month. The Contractor will measure WIP performed during the month and will submit a Quantify WIP, with the Project Inspector for payment backup on all Tasks over thirty (30) Calendar Days. The Contractor shall also submit its statement of completed Work with the Project Inspector on any lump sum payments completed that month. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration."

7-3.2.2 Payments [additional to the Greenbook].

"The City shall make payments within thirty (30) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule for each pending Task pursuant to Section 6-1.1 of both the Greenbook and the General

Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Calendar Days after receipt, and shall explain in writing the reasons why the payment request is not proper."

7-3.2.3 Retention [see Greenbook].

7-3.2.4 Final Invoice and Payment [additional to the Greenbook].

"Whenever the Contractor completes all Tasks, the City accepts all Tasks, and the Contract Term ends, whichever occurs last, the Project Manager shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the Project Manager a written statement of the final quantities of items for inclusion in the final invoice. Upon receipt of such an invoice, the Project Manager shall check the quantities included therein and shall authorize a payment amount, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions."

7-3.2.5 Substitute Security [see Greenbook].

7-3.2.5.1 Substitution of Securities for Performance Retention [*see Greenbook].*

7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent [*see Greenbook].*

7-3.2.5.3 Subcontractor Entitlement to Interest [*see* Greenbook].

7-3.2.5.4 Securities Eligible for Investment [*see* Greenbook].

7-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention [*see Greenbook].*

7-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements [additional to the *Greenbook].*

"If there is any inconsistency between or differences in Public Contract Code Section 22300 or any future amendments thereto and the terms of this provision, Section 22300 shall control."

7-3.5 Contract Unit Prices*.*

7-3.5.1 General [see Greenbook].

7-3.5.2 Increases of More Than 25 Percent [see Greenbook].

7-3.5.3 Decreases of More Than 25 Percent [see Greenbook].

7-3.6 Stipulated Unit Prices *[see Greenbook].*

7-3.7 Agreed Prices *[see Greenbook].*

7-3.8 Eliminated Items.

Greenbook Section 7-3.8, which is not incorporated, shall be completely replaced with the following:

"Should any item on a Task Order be eliminated in its entirety, and Contractor already ordered materials conforming to the Plans, Specifications, and relevant Task Order in the eliminated item before the date of notification of elimination by the Engineer, Contractor shall attempt to cancel the order or return the materials for a full refund; if Contractor is able to return any of the materials, the City shall pay the Contractor for the supplier's actual cost for returning the material. If canceling the order and returning the materials cannot be done due to reasons outside of Contractor's control, Contractor shall notify Project Manager of the precise unused materials, including the amounts of such materials, that Contractor already obtained and what efforts Contractor took to return the materials. Project Manager shall have the option of deciding what happens with the materials, including but not limited to: paying Contractor for the actual cost of the materials, thereby obtaining the materials as property of the City, and requiring Contractor to transport the materials to the City for its use, paying the Contractor for its actual handling cost; or disposing of the materials, paying the Contractor for its actual handling cost."

7-6 AUDIT [additional to the Greenbook].

"The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-6 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project or specific Task includes other auditing requirements, those additional requirements will be listed in the Special Provisions or Task Order, respectively."

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

Greenbook Part 1, Section 8 is incorporated herein by this reference, except as modified herein. No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Task site at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

8-1 GENERAL [see Greenbook].

8-2 FIELD OFFICE FACILITIES [see Greenbook].

8-2.1 Class "A" Field Office *[see Greenbook]*.

8-2.2 Class "B" Field Office *[see Greenbook]*.

8-2.3 Class "C" Field Office *[see Greenbook]*.

8-3 FIELD LABORATORIES [see Greenbook].

8-3.1 Offsite at Manufacturing Plant *[see Greenbook]*.

8-3.2 At the Work Site *[see Greenbook]*.

8-4 BATHHOUSE FACILITIES [see Greenbook].

8-5 REMOVAL OF FACILITIES [see Greenbook].

8-6 BASIS OF PAYMENT [see Greenbook].

SECTION 9. UTILITIES [this Section 9 includes information additional to Greenbook Section 402].

9-1 LOCATION [additional to Greenbook Section 402.1].

The following shall be added to Greenbook Section 402-1:

"The location and existence of all underground Utilities and substructures have not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which includes contacting Underground Service Alert ("USA") and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. To obtain a USA Identification Number, call USA a minimum of two (2) Working Days before scheduled excavation. (For best response, provide as much notice as possible up to ten (10) Working Days.) Upon request from the Project Manager anytime up to five (5) years after Project acceptance, the Contractor must submit a written notice of every USA Identification Number issued during the course of and related to the Project. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site."

9-1.1 General *[see Greenbook Section 402-1.1].*

9-1.2 Payment *[see Greenbook Section 402-1.2].*

9-1.3 Entry by Utility Owners *[additional to the Greenbook Section 402]*.

"The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all."

9-2 PROTECTION [additional to Greenbook Section 402-2].

The following shall be added to Greenbook Section 402-2:

"If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or to the City."

9-3 REMOVAL.

Greenbook Section 402-3shall be completely replaced as follows:

"Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager's response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings."

9-4 RELOCATION [additional to Greenbook Section 402-4].

The following shall be added to Greenbook Section 402-4:

"The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities."

9-5 DELAYS DUE TO ULTILITY CONFLICTS [see Greenbook Section 402-5].

9-6 COOPERATION [additional to Greenbook Section 402-6].

The following shall be added to Greenbook Section 402-6:

"The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor."

9-7 NOTIFICATION [additional to Greenbook Section 402].

"The Contractor shall notify the Public Works Director or his or her designee and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction."

SECTION 10. ADDITIONAL TERMS *[additional to the Greenbook].*

10-1 LICENSES [additional to the Greenbook].

"The Contractor shall possess a valid Class C-10 Contractor's license issued by California State Contractors License Board. The Contractor will also be required to possess a City of Oxnard business license at the time of performance and payments bonds and insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31."

10-2 NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].

"The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

For every Subcontractor who will perform Work on the Project as a whole or on any Task, the Contractor shall be responsible for such Subcontractor's compliance with this Section 10-2. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section 10-2 and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply."

10-3 COMMENCEMENT OF WORK [additional to the Greenbook].

"After award of this Contract, signing the Contract Documents and submission of insurance, Payment and Performance Bonds, and a copy of the City's business license, the City may issue the Contractor Task Orders. The City will not authorize any Work to be done under these Contract Documents before all of the above have been fully executed. Any Work that is done by the Contractor in advance of the Task Orders shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection. "

10-4 CONTRACTOR'S RESPONSIBILITY FOR WORK [additional to the Greenbook].

"Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials

from damage. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

"Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves."

10-5 DAMAGE TO PUBLIC PROPERTY [additional to the Greenbook].

"Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost."

10-6 REMOVAL OF INTERFERING OBSTRUCTIONS [additional to the Greenbook].

"The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation. The cost of any such removals shall be included in the Contract Unit Price for the Work Contractor was doing when it met such debris, abandoned structures, tree roots and other obstructions. "

10-7 SOILS ENGINEERING AND TESTING [additional to the Greenbook].

"The City may retain a certified materials testing firm to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests. "

If the City requires other tests or more specific requirements for testing regarding this Project or a specific Task, those details will be included in the Special Provisions or that Task Order. "

10-8 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

"Unless otherwise stated in the Special Provisions or any Task Order, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of any Task, and the Contractor shall obtain the required easement or license for any portion of any Task. "

10-9 WORKING DAYS AND HOURS [additional to the Greenbook].

"Except as otherwise specified in the Special Provisions or a City-issued permit, no Work shall be performed by the Contractor: on Saturdays and Sundays; on major highways between the hours of 7:00 p.m. and 7:00 a.m. of the following Calendar Day; on a street before 8:30 a.m. or after 3:30 p.m.; and at any other Task site before 7:00 a.m. or after 6:00 p.m. Additionally, no Work will be allowed on scheduled holidays observed by the City.

Whenever the Project Manager gives written permission or direction to the Contractor to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor. "

10-10 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

"In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents, any Task Order, this Project, or a specific Task and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq*.) with regard to filing claims and to Public Contract Code Section 20104 *et seq*. ("Article 1.5") regarding the resolution of public works claims of three hundred seventy-five thousand dollars ($375,000) or less. This Contract hereby incorporates those provisions as through fully set forth herein.

Additionally, if any Task is for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind, Public Contract Code Section 9204 shall apply to all claims related to that Task, which are separate Contractor demands sent by registered or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City; the City's payment of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the Contract or any Task Order and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; and payment of an amount that is disputed by the City. The Contractor must furnish reasonable documentation to support the claim. The City must respond within forty-give (45) days, and if the Contractor disputes the City's response, or if the City fails to respond within the time prescribed in Public Contract Code Section 9204, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute; that demand must be in writing sent by registered mail or certified mail, return receipt requested. After that conference, any remaining disputed portion of the claim, as identified by the Contractor in writing, must be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. Unless otherwise agreed to by the City and the Contractor in writing, this mediation shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced. If a Subcontractor lacks legal standing to assert a claim against the City because privity of contract does not exist, the

Contractor may present to the City a claim on behalf of that Subcontractor in accordance with Public Contract Code Section 9204. “

10-11 THIRD PARTY CLAIMS [additional to the Greenbook].

“The City shall have full authority to compromise or otherwise settle any claim relating to the Project, any particular Task(s) or both at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project, any particular Task(s) or both. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project, any particular Task(s) or both; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to the Project, any particular Task(s) or both, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney. “

10-12 COMPLIANCE WITH ALL LAWS [additional to the Greenbook].

“The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents or any Task Orders. “

10-13 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

“By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding. “

10-14 CONFLICTS OF INTEREST [additional to the Greenbook].

“The Contractor shall not accept any employment or representation through the City’s final payment on the Project or within twelve (12) months thereafter that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents. “

10-15 APPLICABLE LAW [additional to the Greenbook].

“The validity, interpretation, and performance of these Contract Documents and all Task Orders shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Contract shall be in the Ventura County Superior Court. “

10-16 TIME [additional to the Greenbook].

“Time is of the essence in these Contract Documents. “

10-17 INDEPENDENT CONTRACTOR [additional to the Greenbook].

"The Contractor, Subcontractors and their officers, employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. The Contractor and Subcontractors have and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting the Contractor and/or Subcontractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as set forth in the Contract Documents, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents.

Except as the Project Manager may specify in writing, the Contractor, Subcontractors and their officers, employees and agents shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor, Subcontractors and their officers, employees and agents shall not, at any time or in any manner, represent that they or any of their officers, employees or agents are in any manner officers, employees or agents of the City.

The Contractor and Subcontractors shall pay all required taxes on amounts paid to them under the Contract, and shall indemnify, defend and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

The Contractor, Subcontractors and their officers, employees and agents shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor and Subcontractors' officers, employees and agents, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The Contractor, Subcontractors and their officers, employees and agents 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, or health, life, dental, long-term disability and workers' compensation insurance benefits. "

10-18 CONSTRUCTION [additional to the Greenbook].

"In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter in these Contract Documents, the interpretation of these documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted all or a portion of that document. "

10-19 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

"Nothing in the Contract Documents is intended to make the public or any member of the public a third party beneficiary of the Contract; nor is any term and condition or other provision of the

Contract Documents intended to establish a standard of care owed to the public or any member of the public. “

10-20 WAIVER [additional to the Greenbook].

“No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver or preclude any exercise of that right or remedy, any other right or remedy provided under these Contract Documents, or any other right or remedy otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default. “

10-21 CUMULATIVE REMEDIES [additional to the Greenbook].

“Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided in these Contract Documents or otherwise available at law or in equity. “

10-22 TERM [additional to the Greenbook].

“The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Tasks, the City has accepted all Tasks, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.“

10-23 NOTICE [additional to the Greenbook].

“Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service on a Business Day during the City’s regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to the addresses listed on the Bid and City Hall, or at such other address as one party may notify the other in writing.“

10-24 SEVERABILITY [additional to the Greenbook].

“To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.“

EXHIBIT A

RATES AND COSTS

Rates below shall include full compensation to furnish all necessary labor, equipment and other incidental and appurtenant Work as more fully described in the Exhibit B Special Provisions and as directed by the Project Manager.

Item No.:	DESCRIPTION	UNIT OF MEASURE	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
On Call Minor Repair Services (Reference Special Provisions 1000-2)					
1	Scheduled Minor Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm	$300.00 H/R	$310.00 H/R	$320.00 H/R
2	Non-Scheduled Urgent Minor Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm, *work begins within 1 hour	$300.00 H/R	$310.00 H/R	$320.00 H/R
3	Non-Scheduled Urgent Minor Repair Work	Hourly Rate Monday-Friday 5:01pm - 7:59am, *work begins within 1 hour	$450.00 H/R	$465.00 H/R	$480.00 H/R
4	Non-Scheduled Urgent Minor Repair Work	Hourly Rate Saturday, Sunday and Holidays *work begins within 1 hour	$600.00 H/R	$620.00 H/R	$640.00 H/R
Quarterly Preventative Maintenance Inspection (Reference Special Provisions 1000-3)					
5	Quarterly Inspection	Hourly Rate Monday-Friday 8:00am-5:00pm	$300.00 H/R	$310.00 H/R	$320.00 H/R
Annual Preventative Maintenance Service (Reference Special Provisions 1000-4)					
6	Annual Service	Hourly Rate Monday-Friday 8:00am-5:00pm	$300.00 H/R	$310.00 H/R	$320.00 H/R
Load Bank Test (Reference Special Provisions 1000-5)					
7	Load Bank Test	Hourly Rate Monday-Friday 8:00am-5:00pm	$300.00 H/R	$310.00 H/R	$320.00 H/R

EXHIBIT B

SPECIAL PROVISIONS

ON-CALL STATIONARY GENERATOR MAINTENANCE AND MINOR REPAIR SERVICES (REBID), SPECIFICATION NO. PW 24-15R includes:
Appendix A – Facilities Location List, Serial and Model Numbers
Appendix B – Inspection Report Sample
Appendix C – Annual Service Report Sample
Appendix D – Load Bank Report Sample

SECTION 1000 WORK TO BE ACCOMPLISHED AND PROJECT GUIDELINES

1000-1 Scope of Services

The Contractor shall provide on-call stationary generator maintenance and minor repair services for the twenty-seven (27) City of Oxnard Public Works Department (City) owned generators located at various locations throughout the City. See Appendix A – Facilities Location List, Serial and Model Numbers for the locations, manufacturer and models of each generator. Annually, these generators require Preventative Maintenance Checks and Services (PMCS), Load Bank Testing, unscheduled services and/or minor repairs to maintain regular operations. The purpose of this Contract is to provide multi-year coverage on an on-call basis, for maintenance and minor repair services to the generators during the course of the Contract Term. All services shall be in accordance with the manufacturer's specifications.

This Agreement is limited to preventative maintenance, inspections and minor repair work of a routine and recurring nature. Minor Repairs are defined as "Work of a routine and recurring nature". All other work must be bid separately by the City.

This agreement specifically prohibits Major Work. Major Work is defined as "non-routine or recurring repairs which may or may not require preparation of designs, drawings or plans for a permit."

a) Contractor shall perform the maintenance service in accordance with the standard of care customarily employed in the equipment maintenance industry.
b) Contractor shall cooperate with the City in scheduling performance of the maintenance/repair services and shall perform the maintenance/repair service in a manner that minimizes interference with the City's normal business hours.
c) Contractor shall provide stand-in generator unit/s when PM or task order requests such and/or during an active power outage when the City owned equipment must be offline for service or repair. Rental costs for stand-in units shall be paid per Section 1000-8. At no time shall the City be without a dedicated power source.
d) Hourly Rates for Work shall be fixed throughout the Contract Term at the rates specified in the Cost and Rates Exhibit.

1000-2 On Call Minor Repair Services (Bid Items 1, 2, 3 & 4)

Repair services shall be performed on an on-call, as needed basis. Work shall commence per the times listed in Section 1000-6 Response Times. Vendor shall provide the City with a cost proposal

prior to commencing on-call work. City shall authorize on-call work listed on Vendor-generated cost proposal via a Task Order, which is a written notice given by the City to the Vendor requesting a particular Task.

1000-3 Quarterly Preventative Maintenance Inspection
(Bid Item #5)

Preventative Maintenance and Calibration services shall be performed on a quarterly basis. The City's Project Manager or designee may also request additional preventive maintenance and inspection services on an on-call as needed basis.

The quarterly inspections shall consist preventive maintenance checks and services per manufacturer's recommendations and specifications, including but not limited to the following:

a) Comprehensive detailed inspection of unit.
b) Check/adjust all fluid levels and pressures for correct operation.
c) Check and inspect air cleaner restriction gauge and air filter element.
d) Check primary source fuel tank for water with water finding paste.
e) Check day tank, fuel tank, fuel line fittings for leaks.
f) Check cooling system hoses, caps and clamps for brittleness, leaks, cracks, and weakness.
g) Check voltages, charging rates, fluids, and specific gravities/ICV's.
h) Test engine cranking batteries under start up load for voltage drop.
i) Check block heater elements and inlet/outlet t-stats for proper output and operation.
j) Inspect and adjust engine fan drive and belts for proper tension and condition.
k) Check turbo charger rotation/end play if so equipped.
l) Check generator brushes for proper tension/setting as equipped.
m) Check and document control panel instruments for proper operation and values.
n) Grease bearings, fan shafts, linkages and equipment fittings as required.
o) Take oil analysis and send to a third-party laboratory for lab analysis. Cost for this service will be included in the proposal for work. Submit lab findings report to the City with inspection report.
p) Test safety alarms and contacts.
q) Run unit under load for up to 15 minutes when authorized by site authority.
r) Submit detailed checklist and/or report of testing and findings to Project Manager or designee. See Appendix B – Inspection Report Sample.

All labor costs for these calls shall be included in the Cost and Rates Exhibit.

1000-4 Annual Preventative Maintenance Service
(Bid Item #6)

Annual Preventative Maintenance Services shall be performed on an annual basis during the month of January of every year. City's Project Manager or designee may also request additional preventive maintenance and inspection services on an on-call as needed basis.

The annual preventative maintenance inspection and service shall include the following:

a) All items from Quarterly Inspection.
b) Test coolant by test strip or refractometer, replace coolant as needed.

c) Change oil filter(s), fuel filters(s), water separator(s), coolant filter(s) as equipped. Optional air filter.
d) Submit detailed report. See Appendix C – Annual Service Report Sample.

All labor costs for these calls shall be included in the Cost and Rates Exhibit.

1000-5 Load Bank Testing
(Bid Item #7)

Load Bank Testing services shall be performed on a semi-annual basis yearly. City's Project Manager or designee may also request additional load bank testing services on an on-call as needed basis.

The load bank testing shall consist of the following:

a) Connect resistive load bank as applicable to generator.
b) Run test with requested load for two (2) hour test duration.
c) Record readings and provide recommendations, if needed.
d) Disconnect load bank from unit.
e) Return unit back to original mode of operation.
f) Submit detailed checklist and/or report of testing and findings to the Project Manager or designee. See Appendix D – Load Bank Report Sample.

All labor costs for these calls shall be included in the Cost and Rates Exhibit.

1000-6 Response Times

Response time by the Vendor for requests made by the City via telephone call or email to the Vendor are to be within the specified time periods listed below. Work shall commence within that time frame. Contractor shall respond to all requests as required, twenty-four (24) hours per day, three hundred sixty-five (365) days per year, including holidays. All costs for labor for these calls shall be included in the Cost and Rates Exhibit.

1000-6.1 Non-Scheduled Urgent Minor Repair Work:
(Bid Items 2,3 and 4)

Contractor must verbally respond within two (2) hours of telephone or email notification by the City. Contractor must be on the site within four (4) hours of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

For urgent minor repairs needing time sensitive attention and authorized to start work ahead of a Task Order/Purchased Order, the Contractor shall submit to the Project Manager or designee an invoice or cost estimate within forty-eight (48) hours from the time the work was authorized. The cost estimate shall list the Scope of Work, materials, labor times, schedules and related items for urgent minor repairs completed and/or underway.

When the extent of urgency is no longer necessary because the threat of public health and safety and/or property is no longer present, the Contractor shall coordinate with Project Manager or designee to schedule minor repair and maintenance Work. Scope of Work to complete the minor repairs may require a separate cost estimate for non-scheduled urgent minor repairs.

1000-6.2 Scheduled Quarterly Inspections, Annual Inspections, Load Bank Testing, and Minor Repair Work: (Bid Items 1,5,6 & 7)

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

In the event that the Contractor must return at a later date to perform the minor repair, the Contractor will be paid for labor hours spent for on-site diagnosis at the hourly rate for Scheduled Minor Repair Work.

Upon issuance of the task order for routine maintenance work and minor repairs, the Contractor is expected to commence the work within three (3) Working Days unless otherwise directed by the Project Manager or designee.

1000-7 WARRANTY

a) The Contractor shall warranty all minor repair services against defective materials and workmanship for a period of one (1) year from date of completion of the Task Order. Damage due to accidents, acts of nature, and service power surges, including those from sabotage and/or vandalism, are exempt from the warranty.

b) When defective material and/or workmanship is discovered which require minor repairs to be made under the warranty, all such work shall be performed by the Contractor at its own expense within five (5) calendar days after written notice of such defects has been given to Contractor by the City. Should the Contractor fail to repair such defective material and/or workmanship within five (5) calendar days thereafter, the City may cause the necessary minor repairs to be made and charge the Contractor with the actual cost of all labor and materials required.

c) In emergencies demanding immediate attention, if the Contractor is unable to respond within the required response time, the City shall have the right to repair the defect and charge the Contractor with the actual cost of all labor and material required.

d) During the warranty period, the Contractor is expected to coordinate warranty repairs with the appropriate manufacturer or installing contractor. The Contractor shall notify the Project Manager in writing of any undue delays by the manufacturer or installing contractor in responding to warranty requests and provide a detailed summary of the nature and reason for said warranty requests.

e) Parts provided by the City shall be excluded from the defective material warranty requirement.

1000-8 MEASUREMENT AND PAYMENT

a) Hourly Rates:

1. All Scheduled Inspections, Preventative Maintenance Services and Related Scheduled Minor Repair Work will be pre-approved in a Scheduled Work Task Order issued by the Project Manager and signed by the Contractor prior to starting Work. Hourly Rates for the Work performed under each Scheduled Work Task Order shall not exceed the Hourly Rates specified in the Cost and Rates Exhibit. The Task Order may include all materials, labor, and taxes; if it does not, the Contractor shall clarify any missing information before commencing Work. A separate invoice is required for each Scheduled Work Task Order issued pursuant to the Contract. Contractor's hourly rate for Scheduled Work shall only include time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and stated in the Task Order.

2. All Related Urgent Unscheduled Minor Repair Service Work shall be approved in an Urgent Work Task Order issued by the Project Manager as soon as the scope and costs are made available. The scope and costs shall be provided by the Contractor within twenty-four (24) hours following the start of Urgent Minor Repair Work. A separate invoice is required for each Urgent Work Task Order issued pursuant to the Contract. Contractor's hourly rate for Scheduled Work shall only include time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and stated in the Task Order.

b) Parts, Materials and Rental Equipment Costs:

1. Contactor's markup on the purchase of parts, materials or rental of equipment used for each Task Order whether for urgent or scheduled Work shall not exceed fifteen percent (15%) of the Contractor's actual cost for the parts, materials or rental equipment used. Contractor is required to itemize materials used, and number of hours and type of rented equipment used to complete each Task Order. Contractor's invoice shall include such itemizations along with backup evidencing the basis for the Contractor's markup on purchased materials, equipment rental and permits.

2. All consumable materials, parts or equipment, including, but not limited to fluids and filters, required to complete the quarterly or annual service are billable at cost plus 15%. All consumable materials, parts or equipment required to complete minor repairs are billable at cost plus 15%.

3. The City reserves the right to furnish materials, parts and equipment required to complete Work at no additional cost or handling fee.

4. All installed materials, parts and equipment shall be new and warrantied according to Section 1000-7 of these Special Provisions.

5. The Contractor shall be responsible for the transport and delivery of all Contractor provided materials and equipment, and no compensation will be made for time spent on route or traveling to acquire materials or rented equipment unless pre-approved by the Project Manager and stated in the Task Order.

c) Invoicing:

To avoid payment delays, invoices submitted for payment shall include reference information noted in each Task Order, including but not limited to:

Invoice Number (Partial or Final Invoice)
Project Name & Address
Estimate # & Date
Task Order # | Amount $ 000.00
Project Manager
Description of Work including itemized costs
Copies of receipts for materials
Copies of signed change orders (if applicable)
Lien releases

SECTION 2000 WORKSITE SECURITY, SAFETY AND CONDUCT

a) Contractor and subcontractors shall wear neat-appearing uniforms (shorts not permitted) and footwear of a style that complies with all legal and safety requirements, including the requirements of Occupational Safety and Health Act. Contractor and subcontractors must wear identification showing from whom they are employed. Contractor to wear appropriate Personal Protective Equipment (PPE) and shall be worn at all times while performing services.
b) Contractor shall comply with instructions pertaining to conduct and building regulations as directed by the City.
c) Proper behavior and language by Contractor and sub-contractors on City property is strictly required. Contractor shall be prohibited from disturbing items in City facilities, and from smoking in any City facility.
d) Tools, materials, equipment, and supplies used in the performance of these services shall be in a good state of repair, safe to use, and be used in the manner in which they were intended. All tools, materials, supplies and equipment must be picked up by the Contractor at the end of each work day, and leave the Work space in which they were working clean, safe and free of debris.
e) **Contractor shall be required to successfully complete a City of Oxnard security clearance, prior to the award of this contract.** When working in the Public Safety Building and any other areas of a sensitive nature as designated by the City, the Contractor must have qualified employee's security cleared and have on call, at least one security cleared employee for afterhours callouts. Any employee denied security clearance shall be restricted from entering the designated locations, and the Contractor shall provide an employee who has obtained security clearance. Any cost for obtaining security clearance will be the responsibility of the Contractor.
f) Contractor to abide by all posted speed limits will driving on City property.
g) Vendor vehicles shall be in good condition. All Vendor vehicles shall conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver materials, equipment, and all incidentals to and from the location specified.

APPENDIX A

Facility Location	GEN ID#	Year	Model	Make	VIN #/ Serial	Brake HP	Fuel Tank Cap.	Permit Expires	kW	Engine Serial #	Generator Serial #
	WATER										
980 E. Pleasant Valley Road	BS5 Generator	2006	20REOZJB	Kohler	2134555		77		25	PE3029T619323	2134555
3637 N. Rose Avenue	BS4 Generator	2005	DGBB-5740288	Cummins	I050831120		145		35	46530815	I050831120
1700 Solar Drive	BS3 Generator	2005	DFHD-5707195	Cummins	G050809866		2000		1000	37218573	G050809866
251 S. Hayes Avenue	BS1 South Gen	2006	3516	Caterpillar	G5X00179		3000		2000	SBJ00218	G5X00179
251 S. Hayes Avenue	BS1 North Gen #1		3508 SR-4	Caterpillar	5UA02211		4000		750	23Z05549	5UA02211
251 S. Hayes Avenue	BS1 North Gen #2		3508 SR-4	Caterpillar	5UA01828		4000		750	23Z04422	5UA01828
	WASTEWATER										
1955 Patterson Road	LS #29	2005	DQAE-5703603	Cummins	DO50770062	470	520	12.31.23	275	35126404	D050770062
290 Myrtle Lane	LS#28	2023	X1301	CAT	See Engine/Generator #	161	194		80	E5G13819	CAT00C44CCN601426
2681 N. Ventura Road	LS #23		QSB7-G5-NR3	Cummins	74084180	325	308	09.30.23	125	74084180	B170149105
3900 E. Ventura Boulevard	LS #20	1996	3208	CAT	96A06347-S	269	155	12.31.23	150	5Y503226	2031925
1902 Marion Way	LS #9		DNE-5584980	Cummins	J028429758	21.4	145	N/A under 49HP	16	N/A	JO28429758
1250 Seabridge Lane	LS #8	2006	40DSEJB-4P8W	John Deere	PE3029T566587	64	N/A	09.30.23	100	PE3029T566587	2100494
1101 Viewpoint Way	LS #7	2020	C4.4	CAT	E5G06122	96	140	12.31.23	40	E5G06122	LSB02644
6001 Perkins Road	N/A	1989	3208	CAT	5YF00565	263	N/A	09.30.23	175	5YF00565	
6001 Perkins Road	Gen-50090.00	2005	3512	CAT	CAT00000PCMC01489	2172	1000	09.30.23	1500	16Z02501	8GW00969
6001 Perkins Road	N/A	2007	C15	CAT	FSE00892	636	750	09.30.23	400	G6B10861	FSE00892
	FIRE										
491 S. K Street	FS1 #17503	2017	D100-8S	Caterpillar	LR00503				100	E5G00514	CAT00C44CLR00503
531 E. Pleasant Valley Road	FS 2 #17501	2017	D40-4LC	Caterpillar	CN400110				40	E5G00519	CAT00C44ECN400110
150 Hill Street	FS 3 #17504	2017	D40-4LC	Caterpillar	CN400109				40		CAT00C44TCN400109
230 West Vineyard Avenue	FS 4 #12501	2012	D30-8S	Caterpillar	E6X00797				30	E6X00797	F1A01764
1450 E. Colonia Road	FS 5 #17502	2017	D40-4LC	Caterpillar	CN400108				40	E5G00504	CIV400108
2601 Peninsula Road	FS 6 #16504	2016	D60	Caterpillar	GLD01589				60	E5A01838	GLD01589
3000 S. Road Avenue	FS 8 #15502	2015	D150-8	Caterpillar	LC600491				150	E6L01121	G5A07669
214 S. C Street	Fire Service Center #22703	2007	C9	Caterpillar	S9L00986						S9L00986
	POLICE										
251 S. C Street	Police Station #22704	1976	SR4/ 3406A	Caterpillar	90U03509				210		90U03509

APPENDIX B - SAMPLE REPORT

INSPECTION REPORT

Date: **Job No.:**

Tech ID: **Job Type:** Contract Services

Name:

Store:

Customer Information

Account : **Agreement #:**

Site Name:	Firehouse 1	**City:**	Oxnard	**Contact Name:**	
Address:	491 S k Street	**Zip:**	93030	**Phone No.:**	

0

GENERATOR

Engine Make:	CAT	**Generator::: :Make**	CAT	**Meter Hour Start:**	40.9	**Phase:**	1
Engine Model:	C4.4	**Generator model:**	D100-8S	**Meter Hour Stop:**	41.2	**Amps:**	417
Engine Serial #:	E5G00514	**Generator Serial #:**	CAT00C44CLR00503	**Generator Arrange #:**	0	**Hertz:**	60
Engine Spec #:	4859942	**Generator Rated kW:**	100	**Volt AC:**	240	**kVA:**	125

Pre-Inspection Checklist	
Obtain Authorization and Access	Yes
Is Transfer Test Performance Authorized by Customer?	No
Generator Breaker Found	Closed
Control Panel Found	Auto

Engine Checks		
Check Engine Oil Level		Full
Check Coolant Level		Full
Check operation of Block Heater / Temp F	117	Pass
Check Radiator / Expansion Tank Cap		Pass
Check for Oil leaks		Pass
Check for Coolant leaks		Pass
Check for Fuel leaks		Pass
Check Turbocharger rotation and end play		Pass
Check Governor response		Pass
Check Governor Linkage and lubricate as needed		Pass
Check all Hoses for brittleness, cracks, weakness		Pass
Check and tighten all Hose Clamps		Pass
Check Radiator Fins for debris		Pass
Check Fan Drive Assembly and lubricate as needed		Pass
Check all Belts for cracks and adjust if required		Pass
Check Daytank with Water Finding Paste		N/A
Check Daytank operation		N/A
Inspect Air Filter Element, Seals and Piping		Pass
Inspect Air Inlet System for damage/loose connection		Pass
Is there evidence of Wetstacking?		No

Diesel Fuel Top Off Required?	NO
How many Gallons used to Top Off?	N/A
Current Fuel Level	N/A

Engine Speed RPM	1802	Oil Pressure PSI	56
Coolant Temp F	169	Fuel Pressure PSI	Good
Coolant Protection F	-20	Alt Charge Rate vDC	14.1
Coolant Ph	Good	DC Amps	

Generator Checks	
Check Exiter and Regulator connections	Pass
Check Brushes and Slip Rings	N/A
Check Generator Bearings and lubricate as needed	Pass
Check ATS for cleaniness and Sign of Arcing	N/A

	Phase 1	**Phase 2**		**No Load**	
vAC:	240	240		Actual vAC	Actual Hz
Amp:	0	0		240	60

Charger Output and Battery Condition					
Check Battery Cables and tighten all Lugs					Pass
Check Battery Acid level and fill if required					Full
Clean Battery Top and apply Battery Post Applicators					Pass
Check Battery Charger output reading---------->					13.2
Type:	Maintenance Free		Part #:	115-2422	
Group:	31	Quantity:	1	Date:	05/01/17

Voltage Drop while cranking engine at start-up				
Batt 1 vDC			Batt 3 vDC	
Batt 1 Amp			Batt 3 Amp	
Batt 2 vDC			Batt 4 vDC	
Batt 2 Amp			Batt 4 Amp	

Safety Systems Checks	
High Water Temperature	Pass
Low Oil Pressure	Pass
Low Fuel Level	Pass
Over Crank	Pass
Over Speed	Pass

After Shutdown Checks	
Obtain Hot Oil Sample for Lab Test	Yes
Generator Breaker status after Inspection	Closed
Control Panel after Inspection	Auto
Battery Charger is on and working correctly	Pass

Additional Recommended Service(s)	
ATS Service Recommended? PM Level 11	No
Loadbank Test Recommended? PM Level 5	No
Cooling Systems Service Recommended? PM Level 3	No
Battery Replacement Recommended? PM Level 7	No
Fuel Polishing Service Recommended? PM Level 9	

Comments:

Performed a PM2, drained and disposed of old oil, fuel filter, oil filters. An oil sample was pulled to be sent for analysis. Inspected belts and hoses and tested battery. Replaced all oil and fuel filters, and new oil was added. Ran generator for 15 minutes to verify no leaks are present and that temperatures and pressures are normal. The water separator O-ring had a minor leak, a tech will return at a later date to fix this. I recommend replacing the Battery due to age.

Customer Signature: _____ Technician Signature: _____

Print Name: _____ Customer Phone #: _____

APPENDIX C - SAMPLE REPORT

Annual Service Report

Date: Job No.:

Tech ID: Job Type:

Tech Nam

Store:

Customer Information

Account : Agreement #:

Site Name:	Firehouse 1	Billing Name:	City of Oxnard Fire	Contact Name:	
Address:	491 S k Street	Billing Address:	491 S K Street	Phone No.:	
City:	Oxnard	City:	Oxnard	Cell Phone:	
Zip:	91302	Billing Zip:	93030	Email:	

0 Service Type: PM2 - Annual Service **GENERATOR**

Engine Make:	CAT	Generator::: :Make	CAT	Meter Hour:	24.8	Phase:	1
Engine Model:	C4.4	Generator model:	D100-8S	Generator Spec #:		Amps:	346
Engine Serial #:	E5G00514	Generator Serial #:	CAT00C44CLR00503	Generator Arrange #:		Hertz:	60
Engine Spec #:	4859942	Generator Rated kW:	100	Volt AC:	240	kVA:	125
Oil Filter #1	7W-2326	QTY:	1	Oil Filter #2		QTY:	
Air Filter #1	206-5234	QTY:	1	Air Filter #2		QTY:	
Fuel Filter #1	360-8960	QTY:	2	Fuel Filter #2		QTY:	
Water Separator	439-5037	QTY:	1	Coolant Filter		QTY:	

PM2 - Annual Service Check List	CHECK	Comments
1. Perform Inspection Report (PM1) before starting Annual Service.	Completed	
2. Drain and contain old engine oil for disposal.	Completed	
3. Replaced engine oil filter(s).	Completed	
4. Replaced engine fuel filter(s) if applicable.	Completed	
5. Replaced air filter(s) if specified in the Service Agreement.	N/A	
6. Take fuel sample for analysis if specified in the Service Agreement.	Completed	
7. Take coolant sample for analysis if specified in the Service Agreement.	N/A	
8. Refill engine crankcase with new oil.	Completed	
9. Drain water in water separator if equipped.	N/A	
10. Label all filters with Service Date.	Completed	
11. Test run generator to make sure no leaks by filters.	Completed	

Additional Recommendation.

The water separator O-ring had a minor leak, a tech will return at a later date to fix this. I recommend replacing the Battery due to age.

Customer Signature: _____ Technician Signature: _____

Print Name: _____ Customer Phone #: _____

APPENDIX D - SAMPLE REPORT

LOAD TEST REPORT

GENERATOR LOAD TESTING **CLIENT :** _____ **DATE :**_____

SITE NAME : _____ **ADDRESS:**_____

GENERAL SPECIFICATIONS			
MODEL		RATED VOLTAGE	
SERIAL NUMBER		PHASE	( ) 1 PH ( ) 3 PH
RATED KVA		RATED FREQUENCY	

RUN HOURS STARTED : **RUN HOURS FINISHED :**

TEST METHOD	_____%	_____%	_____%	_____%
AC (LINE – LINE) VOLTAGE	L1-L2 _____ L2-L3 _____ L3-L1 _____	L1-L2 _____ L2-L3 _____ L3-L1 _____	L1-L2 _____ L2-L3 _____ L3-L1 _____	L1-L2 _____ L2-L3 _____ L3-L1 _____
AC (LINE-NEUTRAL) VOLTAGE	L1-N _____ L2-N _____ L3-N _____	L1-N _____ L2-N _____ L3-N _____	L1-N _____ L2-N _____ L3-N _____	L1-N _____ L2-N _____ L3-N _____
AC AMPERES	L1 _____ L2 _____ L3 _____	L1 _____ L2 _____ L3 _____	L1 _____ L2 _____ L3 _____	L1 _____ L2 _____ L3 _____
BATTERY VOLTAGE				
FREQUENCY (HZ)				
ENGINE SPEED (RPM)				
COOLANT TEMP (°C)				
OIL PRESSURE (BAR / PSI)				
TEST DURATION	____( ) HOURS ____( ) MINUTES	____( ) HOURS ____( ) MINUTES	____( ) HOURS ____( ) MINUTES	____( ) HOURS ____( ) MINUTES

Noted by:	Representative:	Customer Representative:
_____ Signature over printed name	_____ Signature over printed name	_____ Signature over printed name
Date:	Date:	Date:

Public Project Agreement 32400281 with Quinn Company dba Quinn Power Systems for On-Call Stationary Generators Maintenance and Minor Repair Services (Rebid), Specification No. PW24-15R

Public Works and Transportation Committee
January 23, 2024

Jose Arreola
Fleet Services Division Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to Execute an Agreement with Quinn Company dba Quinn Power Systems (Quinn) in the amount not to exceed $420,000 for a three-year term ending from the effective date of the agreement for on-call stationary generators maintenance and minor repair services.

BACKGROUND

- The City of Oxnard has multiple divisions that utilize stationary generators including water, wastewater, fire, and police, all of which require scheduled and non-scheduled or unplanned repair and maintenance from time-to-time

- In order to avoid regulatory non-compliance, public health and safety hazards, property and/or environmental damage, the work must be completed with urgency, requiring quick response from a contractor

- To respond promptly to these planned and unplanned infrastructure repairs, the City requires an on-call contract with a qualified contractor that has diverse technical capabilities as well as the ability to respond quickly to the City's needs

BACKGROUND

- The City has maintained similar contracts for many years to streamline the contracting process, allowing for regular maintenance, scheduled repairs and quick response to unplanned repair needs

- Services to be completed by the Contractor are categorized as follows:

  - Non scheduled Maintenance, Services and Repairs

    - Contractor will provide on-call emergency service twenty-four (24) hours per day, seven (7) days per week

BACKGROUND

- Contractor must verbally respond within two (2) hours of telephone or email notification by the City
- Contractor must be on the site within four (4) hours of the notification and begin work immediately
- Work may include after hours, weekends and/or holidays
- Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to, or to safeguard life, health or property

- When the extent of urgency is no longer necessary because the threat of public health and safety and/or property is no longer present, the Contractor shall coordinate with the Project Manager or designee to schedule minor repair and maintenance work

- Scheduled Quarterly Inspections, Annual Inspections, Load Bank Testing and Minor Repair Work

- Contractor must verbally respond within twenty-four hours of telephone or email notification by the City

BACKGROUND

- The scope of work and schedule shall be mutually agreed to between City staff and the Contractor before work begins

- Work under this category shall be planned and scheduled Monday through Friday during normal City business hours unless otherwise agreed to by the City

- The scope consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide on-call stationary generator maintenance and minor repair services for the multiple division and facilities throughout the City

BACKGROUND

- This agreement will be a task order based, time and material contract

- The contractor shall provide a written estimate of services before a task order is issued

DISCUSSION

- The specific work for this Project includes providing on-call stationary generator maintenance and minor repair services for the twenty-seven (27) City of Oxnard (City) owned generators located at various locations throughout the City

- Annually, these generators require Preventative Maintenance Checks and Services (PMCS), Load Bank Testing, unscheduled services and/or minor repairs to maintain regular operations, and all other appurtenant and associated work in accordance with the Contract Documents

DISCUSSION

- There were two public bid attempts made by procurement staff that resulted in zero responsive bids
- The first notice inviting formal bids (NIFB) on the Project was published on September 7, 2023 and all bids were due on October 5, 2023
- The second NIFB was published on October 12, 2023, and all bids were due and opened on November 2, 2023
- The City received zero responsive bids

DISCUSSION

- Following City purchasing policies for requirements to secure a Sole Source Agreement, City staff obtained pricing from Quinn

- Procurement staff reviewed all documentation received from Quinn and its subcontractors, verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR)

FINANCIAL IMPACT

- The total cost for this agreement with Quinn Company dba Quinn Power Systems shall not exceed $420,000 over the three year term of this Agreement

- Funding shall be provided by the Water Fund (601), Wastewater Fund (611) and the Fleet Services Fund (741)

- Each service provided through this Agreement shall be issued by a task order and subject to available funding

- The Water, Wastewater, and Fleet Services Divisions will share the total amount of this agreement

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: January 23, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement 32400297 with Petroleum Telcom, Inc. dba Telcom, Inc. for Mobile Radio Equipment, Parts and Accessories; and Installation, Repair and Maintenance Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with Petroleum Telcom, Inc. dba Telcom, Inc. for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $900,000 for Mobile Radio Equipment, Parts and Accessories; and Installation, Repair and Maintenance Services on an on-call/as-needed basis.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/lq53QnBrLfw

BACKGROUND

The City's fleet is standardized with Motorola and JVC Kenwood two-way radios. The City's Fire and Police Departments purchase Motorola and Kenwood radios for their emergency response vehicles and equipment. In addition, the Fleet Services Division of the Public Works Department is responsible for performing maintenance and repairs on the City fleet. These services include equipment such as two-way radios, antennas and associated equipment that is installed on Public Works and emergency response vehicles. Due to workload and technical expertise, the Fleet Division recommends the use of a vendor to purchase, install and provide maintenance and repair services on an on-call/as-needed basis.

Petroleum Telcom, Inc. dba Telcom, Inc., is headquartered in Oxnard. They specialize in two-way radios, data and communications as well as other services that include sales, installation and services. Telcom, Inc. is an authorized Kenwood Communications Division dealer for parts, service and support and is also a channel-level partner for Motorola Solutions for the regional area of California, Arizona, and Nevada through its primary office in Oxnard. Fleet Services has been using Telcom, Inc. for over 20 years. All new equipment, installations, services, repairs and warranties are performed by authorized dealers and/or partners; therefore, it is necessary to obtain these services and OEM parts from Telcom, Inc.

DISCUSSION

Telcom is the only Kenwood and Motorola authorized dealer for support and service in the area. City Purchasing Policy allows for the City to enter into agreements with vendors without competitive bidding when

there is only a single source available to provide the required products and/or services. Having access to the authorized dealer with access to equipment, parts and services ensures maintenance can be performed in an efficient manner and warranty services can be obtained.

The City's Police and Fire Departments operate 24 hours a day, seven days a week, providing a full range of emergency and non-emergency services to the community. They must be able to communicate in any situation via two-way radios installed in their vehicles. The Fleet Services Division is responsible for keeping these radios operational and in working order. As these radios are installed in critical emergency vehicles, it is imperative to maintain them with minimal downtime. In order to achieve this, Fleet Services at times will require these services and repairs to be performed by Telcom, Inc. under the direction of Fleet Services.

Telcom, Inc. is located in Oxnard and 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 the vendor is capable of satisfactorily completing the services in this Agreement. Thus, staff recommends that the City Council award this Agreement to Petroleum Telcom, Inc. dba Telcom, Inc.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this agreement with Petroleum Telcom, Inc. dba Telcom, Inc. shall not exceed $900,000 through February 20, 2029, if extended all years. Funding will begin in Fiscal Year 2023-24 and there is sufficient funding for all departments/divisions in the City Council approved FY 2023-24 Operating Budget. Subsequent fiscal year funding will be requested in the annual budget process.

Estimated Spending Plan for Petroleum Telcom, Inc. dba Telcom, Inc.

Dept/Div	Account Number	FY 2023-24 4 months	FY 2024-25 12 months	FY 2025-26 12 months	FY 2026-27 12 months	FY 2027-28 12 months	FY 2028-29 8 months	TOTAL
Fleet Services	7413750-55030	$3,000	$10,000	$10,000	$10,000	$10,000	$7,000	**$50,000**
Fleet Services	7413750-52110	$3,000	$10,000	$10,000	$10,000	$10,000	$7,000	**$50,000**
Fire	1012501-52400	$40,000	$60,000	$60,000	$60,000	$60,000	$20,000	**$300,000**
Police	1012111-55020	$10,000	$27,500	$27,500	$27,500	$27,500	$17,500	**$137,500**
Police	1012112-55020	$10,000	$27,500	$27,500	$27,500	$27,500	$17,500	**$137,500**

Other	As-needed	$15,000	$45,000	$45,000	$45,000	$45,000	$30,000	**$225,000**
TOTAL		**$81,000**	**$180,000**	**$180,000**	**$180,000**	**$180,000**	**$99,000**	**$900,000**

Prepared by: Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. Agreement #32400297 Petroleum Telcom, Inc.
2. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND PETROLEUM TELCOM, INC

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

1. SUMMARY DESCRIPTION OF SERVICES. This agreement is for Mobile Radio Equipment, Parts and Accessories; and Installation, Repair and Maintenance 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

Petroleum Telcom, Inc ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 411 North Lombard Street, Unit D, Oxnard, CA 93030

3. TERM OF AGREEMENT: From: February 20, 2024 to: February 20, 2025

3.1 Time is of the essence in this Agreement.

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

3.3 The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

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

4. AGREEMENT AMOUNT NOT TO EXCEED: $900,000.

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- I
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

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

CITY Designated Representative:
Name: Jose Arreola
Title: Fleet Services Manager
Phone: (805) 385-8011
Email: jose.arreola@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Ave, Bldg 2
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Dale Hines
Title: Vice-President
Phone: (805) 981-8008 x408
Email: DHines@ptelcom.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

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

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

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

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

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as

"Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

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

9. COMPENSATION.

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

10. PAYMENT & INVOICES.

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

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

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

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a

release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

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

11. OPTION TO EXTEND AGREEMENT.

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

12. MODIFICATION OF AGREEMENT.

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

13. TERMINATION OF AGREEMENT.

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

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVIE PROVIDER or any of its employees, except as

stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

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

15. LAWFUL PERFORMANCE.

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

16. SAFETY REQUIREMENTS.

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

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

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

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

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

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

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

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets"

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

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

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

18. ASSIGNMENT.

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

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

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

20. NOTICES.

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

21. COVENANTS AND CONDITIONS.

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

22. WAIVER.

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

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

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

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all

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

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

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

24. INSURANCE.

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

as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

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

26. PREVAILING WAGE REQUIREMENTS.

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

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

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

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

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE

PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. [RESERVED] –

29. [RESERVED] -

30. DISPUTES.

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

29. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached,

as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

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

[Signatures on next page]

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

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

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

PETROLEUM TELCOM, INC.

_____ _____
Frank Hines, President Date

_____ _____
Dale Hines, Vice President Date

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

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY OF OXNARD AND PETROLEUM TELCOM, INC)

SCOPE OF SERVICES

Contractor shall provide all services, work, labor and materials required to install, service and repair the City's two-way radio equipment.

General Requirements:
Contractor shall keep itself informed of and comply with all Federal, State and local laws, regulations, ordinances, policies, standards and guidelines applicable to its activities and obligations under this Contract, as those laws, policies, standards and guidelines may be amended from time to time, and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

Installation, repair and maintenance services shall be performed by the Contractor in accordance with the equipment manufacturer's instructions, standard industry practices and specifications.

Two-Way Radio Equipment:
The acquisition of Motorola and JVC Kenwood equipment to include but not limited to:
- Portable radios and accessories
- Mobile radios and accessories
- Base stations and accessories
- Associated equipment

Installation, Service and Repair:
Contractor must be able to provide the appropriate staffing resources, tools, parts, materials and supplies to perform installation, service, repairs and other services as needed.

Contractor shall provide maintenance and repairs on Motorola and JVC Kenwood installed equipment.

Contractor shall provide code-plug development.

Contractor shall install Motorola and JVC Kenwood two-way radios on an as-needed basis. Installation shall include completing all Federal and State required inspections and certifications for regulated and non-regulated radio systems.

Installation:
Installation, repair and maintenance services may include, but are not limited to:
- Mobile communications equipment installation on vehicles and equipment
- Fixed communications equipment installation
- Microwave communications equipment installation
- Preventive, routine and emergency repair and maintenance of fixed and mobile communications equipment

• Preventive, routine and emergency repair and maintenance of microwave communications equipment
• Design, integration, training and optimization services

Contractor shall perform the installation, removal and reinstallation of the following equipment, including but not limited to:

Mobile radios and associated equipment to include but not limited to:
• CBs, scanners and other equipment requested by the POC)
• Vehicular repeaters
• Vehicular chargers (portable units)
• Antennas (to include duplexers/diplexers)
• Mounting brackets or consoles
• Interconnection equipment

Fixed based radios and associated equipment to include but not limited to:
• Base stations
• Communications consoles
• Base antennas
• Base station remote control stations
• Interconnection equipment
• System management equipment

Preventive Maintenance:
Preventive maintenance shall be performed by the Contractor in accordance with the manufacturer's specifications.

The minimum preventive maintenance will include assurance that equipment is within the limits of the manufacturer’s specifications, and that “wear” items have been properly serviced, tightened, lubricated, etc. as required by good technical practices and the manufacturer’s recommendations.

Preventive maintenance will be performed on the following equipment, including but not limited to:
• Portable radios
• Mobile radios
• Fixed base station
• Fixed repeater station
• Vehicular repeaters
• Vehicular adapters
• Vehicular chargers (for portable radios with no connectivity to in-vehicle mobile radio)
• 800Mhz radio equipment
• Drop Ship – Backhaul (Microwave, MPLS, etc.)

Repair and Maintenance:
Repair and maintenance services include but are not limited to:

• Preventive, routine and emergency repairs of all equipment, including the interfaces between equipment.

Parts:
All parts used to provide repairs will be new Certified Original Equipment Manufacturer (OEM). Any and all incidental charges shall be included in the contractor's hourly rate. Vendor shall furnish new unused O.E.M., parts, materials and labor as required in accordance with the provisions and specifications contained herein. If OEM parts are not available or obsolete, notification to the City of Oxnard is required for approval.

Warranty:
Contractor shall provide the Manufacturer’s Warranty. Contractor shall be responsible for coordinating warranty issues. On-site warranty will begin upon acceptance of the equipment by the City. Acceptance will be defined as either receipt or installation. On-site warranty means the Contractor will either remotely access or travel, if necessary, to the facility where the warranty service is required. Labor for troubleshooting, removal, etc. of the equipment shall not be covered under the Manufacturer’s warranty. Contractor shall provide a one-year warranty on workmanship. The City has the discretion of dealing directly with the Manufacturer on any warranty issue.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY OF OXNARD AND PETROLEUM TELCOM, INC)

SCHEDULE OF COMPENSATION

Other	
In-Shop Technical Labor (Hourly Rate) Billed in .5 hour increments with .5 hour minimum	$125.00
In-field Technical Labor (Hourly Rate) Portal to Portal Billed in .5 hour increments with 1 hour minimum	$135.00
Field Technician Assistant Labor (Hourly Rate) Billied in .5 hour increments with 1 hour minimum	$85.00
Motorola Equipment and Parts	Sourcewell Pricing-request quote for Purchase Order
JVC Kenwood Equipment and Parts	NASPO Pricing-request quote for Purchase Order
Third party accessories	Cost plus 20%

EXHIBIT C
TRADE SERVICES AGREEMENT
(CITY of Oxnard and Petroleum Telcom, Inc.)

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

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

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

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

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

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

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

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

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

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

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

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**				

SAMPLE

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

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

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

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 _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Petroleum Telcom, Inc)

LIVING WAGE POLICY

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

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

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022

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

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Petroleum Telcom, Inc)

PREVAILING WAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

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

Agreement 32400297 with Petroleum Telcom, Inc. dba Telcom, Inc. for Mobile Radio Equipment, Parts and Accessories; and Installation, Repair and Maintenance Services

Jose Arreola, Fleet Services Manager
Public Works Department

Public Works and Transportation Committee
January 23, 2024

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with Petroleum Telcom, Inc. dba Telcom, Inc. for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $900,000 for Mobile Radio Equipment, Parts and Accessories; and Installation, Repair and Maintenance Services on an on-call/as-needed basis

BACKGROUND

- The City's fleet is standardized with Motorola and JVC Kenwood two-way radios

- The City's Fire and Police Departments purchase Motorola and Kenwood radios for their emergency response vehicles and equipment

- In addition, the Fleet Services Division of the Public Works Department is responsible for performing maintenance and repairs on the City fleet

BACKGROUND

- These services include equipment such as two-way radios, antennas and associated equipment that is installed on Public Works and emergency response vehicles

- Due to the workload and technical expertise, the Fleet Diision recommends the use of a vendor to purchase, install and provide maintenance and repair services on an on-call/as-needed basis

- Petroleum Telcom, Inc. dba Telcom, Inc., is headquartered in Oxnard

- They specialize in two-way radios, data and communications as well as other services that include sales, installation and services

BACKGROUND

- Telcom, Inc. is an authorized Kenwood Communications Division dealer for parts, service and support and is also a channel level partner for Motorola Solutions for the regional area of California, Arizona, and Nevada through its primary office in Oxnard

- Fleet Services has been using Telcom, Inc. for over 20 years

- All new equipment, installations, services, repairs and warranties are performed by authorized dealers and/or partners; therefore, it is necessary to obtain these services and OEM parts from Telcom, Inc.

DISCUSSION

- Telcom is the only Kenwood and Motorola authorized dealer for support and service in the area

- City Purchasing Policy allows for the City to enter into agreements with vendors without competitive bidding when there is only a single source available to provide the required products and/or services

- Having access to the authorized dealer with access to equipment, parts and services ensures maintenance can be performed in an efficient manner and warranty services can be obtained

DISCUSSION

- The City's Police and Fire Departments operate 24 hours a day, seven days a week providing a full range of emergency and non-emergency services to the community

- They must be able to communicate in any situation via two-way radios installed in their vehicles
-
- The Fleet Services Division is responsible for keeping these radios operational and in working order

- As these radios are installed in critical emergency vehicles, it is imperative to keep them maintained with minimal downtime

DISCUSSION

- In order to achieve this, Fleet Services at times will require these services and repairs to be performed by Telcom, Inc. under the direction of Fleet Services

FINANCIAL IMPACT

- The total cost for this agreement with Petroleum Telcom, Inc. dba Telcom, Inc. shall not exceed $900,000 through February 20, 2029, if extended

- Funding will begin in Fiscal Year 2023-24 and there is sufficient funding for all department/divisions in the City Council approved FY 2023-24 Operating Budget

- Subsequent fiscal year funding will be requested in the annual budget process

CITY OF OXNARD CALIFORNIA

Questions

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: January 23, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement 32400334 with J I Gandara Transport for Supplemental Waste Transfer Hauling Services for the Del Norte Regional Recycling and Transfer Station. (10 minutes)

RECOMMENDATION

The Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with J I Gandara Transport for an amount not to exceed $5,000,000 for an initial one-year term, with an option to extend for two additional one-year terms; ending March 1, 2027, to provide supplemental waste transfer hauling services for the Del Norte Regional Recycling and Transfer Station.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/YBld6wPAhsg

BACKGROUND

Since the opening of the Del Norte Regional Recycling and Transfer Station in October of 1996, the Environmental Resources (ER) Division has operated with an internal transfer fleet and contracted with outside firms to provide supplemental waste transfer hauling services. Operational and fiscal analyses have demonstrated that augmenting ER's transfer operation with on-call outside, supplemental haulers is the most efficient and cost-effective means of complying with State permit mandates. An internal transfer fleet offers ER the necessary control of staff and vehicles to ensure that Del Norte permit mandates are met. Throughout the year, there can be fluctuations in the waste stream, intermittent ER staff shortages and periodic limited availability of ER vehicles due to maintenance. Supplemental hauling contracts allow the City to prepare for these events and ensure that permit mandates are met. This balance has served the utility well and is consistent with industry standards.

Traditionally, ER transfers up to 195,000 tons per year and the supplemental waste transfer haulers transfer up to approximately 100,000 tons per year from the Del Norte Facility to local and regional contracted landfills and organics processors. The City of Oxnard contracts with Waste Management of California, Inc. for solid waste disposal to the Simi Valley Landfill. Additionally, the City of Oxnard contracts with Agromin Organics Recycling to receive and process organic (green waste) material.

DISCUSSION

On November 14, 2023, the City issued a Request for Bid (RFB) ER 24-34 to solicit bids from waste transfer haulers for supplemental transfer hauling services. The RFB was sent to 12 firms and was posted on the City's

website and www.publicpurchase.com. By the December 11, 2023 deadline, the City received four (4) qualified proposals: J I Gandara Transport (Gandara Transport), Ecology Auto Parts, Inc., Eco Transport, LLC, and American Reclamation. Table 1 below reflects the transfer costs per ton provided by each bidder.

Table 1

Destination	J I Gandara Transport	Ecology Auto Parts, Inc.	Eco Transport, LLC	American Reclamation
Simi Valley Landfill, 2801 Madera Road, Simi Valley, CA 93065	$11.95	$12.68	$13.95	$27.95
Agromin Organics Recycling at Limoneira Farms, 12390 Telegraph Road, Santa Paula, CA 93060	$12.00	$12.68	$12.95	$23.04
Agromin Organics Recycling at Simi Valley Landfill, 2801 Madera Road, Simi Valley, CA 93065	$11.95	$12.68	$15.95	$27.95
Toland Road Landfill, 3500 Toland Road, Santa Paula, CA 93060	$11.95	$12.22	$16.50	$28.80
Chiquita Canyon Landfill, 29201 Mayo Drive, Castaic, CA 91384	$18.00	$15.82	$18.00	$28.80
TOTAL	**$65.85**	**$66.08**	**$77.35**	**$136.54**

While the City does not currently contract with the Toland Road Landfill or Chiquita Canyon Landfill for solid waste disposal, staff will be exploring this option as an emergency backup in the event of fires or other natural disasters causing Simi Valley Landfill to temporarily close. For this reason, vendors were asked to supply costs to deliver solid waste to the Toland Road Landfill and the Chiquita Canyon Landfill.

Among the four (4) bid proposals reviewed by the Environmental Resources Division Manager, Materials Recovery Facility Manager, and Chief of Collections, it was determined that Gandara Transport submitted the lowest, responsive bid. Thus, staff recommends awarding the contract for supplemental hauling services to Gandara Transport. Staff has confirmed that Gandara Transport 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 Gandara Transport is capable of satisfactorily completing the services. Thus, staff recommends that the City Council award the Agreement for these services to Gandara Transport.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this agreement with Gandara Transport, LLC for supplemental transfer hauling services shall not exceed $5,000,000 over a three-year period. The spending plan for the remainder of FY 2023-24 is $500,000 and funds are available in the City Council FY 2023-24 Adopted Budget from the Environmental Resources Fund (6313637-54400). The funding for subsequent fiscal years will be requested during the annual budget process.

Table 2

Estimated Spending Plan				
FY 2023-24 (4 months)	**FY 2024-25**	**FY 2025-26**	**FY 2026-27 (8 months)**	**TOTAL**
$600,000	$1,700,000	$1,700,000	$1,000,000	$5,000,000

Prepared by: Eric Zetz, Division Manager, Grant Dunne, Management Analyst III

ATTACHMENTS

1. Agreement 32400334
2. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND J.I. GANDARA TRANSPORT, INC.

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

1. SUMMARY DESCRIPTION OF SERVICES. Supplemental Waste Transfer Hauling

This Agreement is for supplemental hauling services from the Del Norte Facility to designated landfills or facilities as assigned by the City of Oxnard.

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

J.I. Gandara Transport, Inc. ("SERVICE PROVIDER"), a corporation of the State of California, located at 11749 Wicks St., Sun Valley, California 91352

3. TERM OF AGREEMENT: From: March 2, 2024 To: March 1, 2025

3.1 Time is of the essence in this Agreement.

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

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of three (3) 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: $5,000,000.

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
Exhibit F: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

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

CITY Designated Representative:
Name: Eric Zetz
Title: Division Manager
Phone: 805-385-7957
Email: eric.zetz@oxnard.org
Mailing Address (if differs from above):
111 South Del Norte Blvd.
Oxnard, California 93030

SERVICE PROVIDER Designated Representative:
Name: Isabel V. Gandara
Title: President
Phone: 818-335-8508
Email: jigandaratransport@gmail.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

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

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

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

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

8. SERVICE PROVIDER'S SERVICES.

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

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

9. COMPENSATION.

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

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. 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 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

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

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

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision,

and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

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

21. COVENANTS AND CONDITIONS.

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

22. WAIVER.

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

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its

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

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

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

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's

subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

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

25. LIVING WAGE REQUIREMENTS.

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

26. PREVAILING WAGE REQUIREMENTS.

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

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

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

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

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

27. CONFLICT OF INTEREST

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

28. IRAN CONTRACTING ACT

[DELETE "IRA" IF AGREEMENT TOTAL IS LESS THAN $1 MILLION & Replace with term **[RESERVED]**] IRAN Contracting Exhibit is in the Agreements Folder on the S Drive.

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

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 Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

J.I. GANDARA TRANSPORT, INC.

Isabel V Gandara, CEO Date

M Leticia Gandara, Secretary[3] Date

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

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

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

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

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

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and J.I. Gandara Transport, Inc.)

SCOPE OF SERVICES

INSERT CITY PROJECT MANAGER FOR THIS AGREEMENT: James Torrez / 805-200-2215 / james.torrez@oxnard.org

Provide supplemental hauling services from Del Norte Facility to designated landfills or facilities as assigned by the City.

Contractor shall be capable of hauling up to 100,000 tons of solid waste material every year over the term of this contract. Contractor is expected to have a daily minimum of (5) five tractor-trailers with trailer walking floors available for "on-call" upon the City's request to provide waste transfer hauling. Contractor shall be expected to haul up to 4 loads per tractor-trailer each day the City makes an "on-call" request if needed.

Due to the configuration of Del Norte for loading trailers, trailers should be 48 feet in length by 8 feet and five inches in width and no more than 13 feet and 7 inches in height. Walking floor trailers or tipper trailers are required at the Simi Valley Landfill.

On request of City, Contractor shall, pursuant to this Agreement, haul solid waste, green waste or recyclables from Del Norte to the Simi Valley Landfill or other facilities as designated by the City. If during the term of the Agreement City designates a landfill or facility not identified in this Section of Agreement, Contractor shall provide the City its rate per ton hauled to that landfill.

Since the City has a tonnage flow commitment to the Simi Valley Landfill, the haul rate to this landfill is important to the City. This agreement is for supplemental waste transfer hauling service. The City does not guarantee that City will request Contractor to haul any minimum or maximum amount of solid waste tons.

CONTRACTOR SERVICE SCHEDULE AND CONDITIONS

Contractor shall provide hauling service only upon the request of the City. Del Norte hours are 5:30 am to 5:00 pm Monday through Saturday. Contractor shall follow all laws, regulations, safety rules and practices at the Facility and landfills, including the Del Norte Regional Recycling and Transfer Station Loading Procedure Policy attached as Exhibit A-1.

City shall give Contractor at least 24 hours' notice by telephone of assignments to haul. City shall specify the number of trucks required and specify the facility where the material is to be delivered.
Contractor shall maintain tractor-trailers to perform haul operations in a legal, safe and effective manner. Contractor shall keep tractor-trailers in a clean condition and maintain a good appearance. Contractor shall provide City a copy of certification to verify safety

audits performed by California Highway Patrol or Bi-Annual Terminal “BIT” inspections on Contractor’s tractor-trailers. Upon City’s request, Contractor shall provide all maintenance records of tractor-trailers providing hauling service under this Agreement.

City shall inspect Contractor’s tractor-trailers as City determines is necessary. Upon request of City, Contractor shall repair, at Contractor’s expense, any item on tractor-trailer that City deems necessary to repair to perform hauling services. The Contractor shall repair the item within a reasonable time as not to adversely impact hauling service. Contractor’s tractor-trailers shall be in good mechanical and operational condition and clean before hauling each load from Del Norte.

Contractor shall use its best efforts to provide a sufficient number of trucks and drivers to Del Norte at the days and times specified by City.

Contractor shall provide City with a facility weight ticket identifying the amount of tons hauled by Contractor to the Facility.

Contractor shall provide City with tare weights of tractor-trailers used by the Contractor. Tractor-trailers shall have a full tank of fuel when the weight is tared.

Contractor shall provide City with vehicle numbers of tractor-trailers used by the Contractor.

Contractor must be available to haul solid waste, green waste, wood, and recyclable material at the City’s request. The denial of loads by the Contractor may be interpreted as nonperformance and breach of this Agreement.

ABILITY TO

Contractor shall have the ability to respond to City assignments in a timely fashion regardless of material. Contractor shall have the ability to communicate effectively and be accessible to City staff. Contractor shall have the ability to maintain records. Contractor shall have ability to invoice City on a regular basis with detailed billing information

STAGING/PARKING AREA

City and Contractor may enter into a separate agreement (license agreement) for the City to lease property to Contractor on Del Norte’s property site for overnight parking of Contractor’s tractor-trailer vehicles for a maximum of five tractor-trailer vehicles. Based on City’s hauling needs, City shall determine the number of tractor-trailers staged (up to five maximum) at Del Norte by Contractor. Upon City’s request, City shall give Contractor 24-hour notice by telephone to change the number of tractor- trailers staged at Del Norte by Contractor.

MAINTENANCE

Contractor may provide its own preventative maintenance, washing, and fueling of its tractor-trailers staged at Del Norte. All labor, equipment, parts, supplies, fuel, and other related materials to maintain, wash, and fuel Contractor's tractor-trailers shall be performed by the Contractor and at the sole expense of the Contractor. Contractor shall perform all maintenance, washing and fueling of its tractor- trailers at Del Norte from 5:00 p.m. to 5:30 a.m. Monday through Saturday when Del Norte is closed to the public. Contractor shall not perform any major repairs of its tractor-trailers at Del Norte. Contractor shall collect and dispose of all debris generated from maintenance, washing and fueling of its tractor-trailers. Contractor shall use its own catch basin and safely and responsibly dispose of all liquid waste from washing its tractor-trailers. At City's sole discretion, Contractor may stage maintenance, vehicle parts, and other apparatus to maintain, fuel and wash Contractor's tractor-trailers at Del Norte. Contractor must use containment methods requested by the City.

COMPENSATION

Contractor shall submit a haul rate per solid waste ton delivered to the landfill or facility. Contractor's haul rate shall include all cost for labor, fuel, equipment, maintenance, repairs, parts and supplies and all other hauling costs.

a. Since the City has a tonnage flow commitments to the Simi Valley Landfill the haul rate to this landfill is important to the City. This agreement is for supplemental hauling services. The City does not guarantee that City will request Contractor to haul any minimum or maximum amount of solid waste tons.

b. If during the term of the Agreement City designates a landfill or facility not identified in the Agreement, Contractor shall provide City its rate per ton hauled to that landfill.

EXHIBIT A-1
Del Norte Regional Recycling and Transfer
Station Transfer Vehicle Loading Procedure

1. SCOPE:

This procedure will outline the steps necessary to safely load transfer vehicles. Compliance with this procedure is mandatory. Failure to follow the steps in this procedure may result in injury and/or result in disciplinary action up to termination.

2. OBJECTIVES:

1. Safely load transfer vehicles
2. Standardize radio communications between Dispatch, loaders, spotters, and transfer vehicles.
3. Minimize safe loading times. TPR Section 6.0 page 16.
4. Set rules of conduct between Dispatch, loaders, spotters, and transfer personnel.
5. Safely maximize transfer vehicle weight to ensure minimum truck trips and reduce carbon emissions.

3. PROCEDURE:

1. All personnel entering the MRF facility will be required to wear hard hats, safety- vests and safety glasses, gloves, and safety footwear. Spotters will be required to wear flashing LED safety vests. Other staff may be required to wear additional safety equipment at the discretion of Management.
2. Non-essential radio conversation will be strictly avoided.
3. No individual may enter the port tunnels unless both ports are covered. The only exception to this being an emergency.
4. All other employees or individuals working on location will be required to wear a hard hat, safety vest, safety glasses, gloves, and safety footwear.
5. All vehicles will strictly adhere to the 15 MPH or less speed limit at all times.
6. Prior to entering the port tunnels transfers will proceed to the designated area marked “STOP” at the entrance of tunnel.
7. **ALL** drivers expecting to enter the port tunnel will stop their trucks before the “STOP” sign located at entrance of tunnel.
8. Transfers will park to the far right of the lane in single file and leave left lane clear.
9. Upon reaching the “STOP” sign, transfers will report to Dispatch via radio and provide their truck I.D. number and full name.
10. Transfers will then inform Dispatch their readiness to enter the port tunnel and wait for instructions. No transfer truck may proceed until given permission from Dispatch.

11. Dispatch will be expected to update transfer drivers of status changes to loading trucks waiting in line. Transfer drivers will comply with any changes.
12. Contractor/Green Waste Transfer trucks will be allowed to pull up to the "STOP" sign on the left lane only when instructed by Dispatch and wait for instructions before entering port tunnel.
13. Dispatch will verbally acknowledge all communications requested by transfer drivers.
14. Communications between transfer drivers, loaders and Dispatch shall remain professional, courteous and to the point. A clear, uninterrupted line of communication shall be maintained at all times whenever possible.
15. Whenever a concern or disagreement arises as to dispatching, a phone conversation shall take place with Dispatch supervisor instead.
16. While vehicle is under port tunnels, Dispatch will use full name of transfer driver and vehicle ID to communicate.
17. Transfers will only enter the tunnel when material to be loaded is ready and transfer driver has received verbal confirmation from Dispatch. Clean wood or green waste will only be loaded in designated vehicles.
18. Dispatch will decide and inform transfers drivers the type of material to be loaded. This determination is based upon operational needs. Dispatch will make the final decision as to who will enter the tunnel and what loads will take precedent.
19. Upon entering port tunnels, transfers drivers will adhere to ALL verbal instructions provided by Dispatch.
20. When staged and properly aligned, transfer driver shall set both tractor and trailer airbrakes prior to loading. Transfer driver will verbally confirm to Dispatch that brakes have been set.
21. Dispatch will verbally verify truck-port alignment and verbally confirm with transfer driver that alignment is set.
22. Transfer drivers shall remain inside their vehicles at all times while parked under tunnel for safety reasons. The only exception to this being an emergency. If transfer driver has to leave the truck due to an emergency, they will verbally notify Dispatch that they are leaving the vehicle if it is feasible to do so.
23. Loading time shall only start after RED light is turned on. Dispatch will verbally confirm when loading will commence.
24. After truck is loaded, Dispatch will verbally confirm that loading is complete and switch on a GREEN light.
25. Dispatch will then verbally contact transfer driver via radio and acknowledge that vehicle can exit from port tunnel. Dispatch will also verbally contact transfer driver if potential hazards exist with material loaded; ie: overweight, wood sticking out, etc.
26. Transfer driver may not move until both a GREEN light and verbal permission have been received by Dispatch. Transfer must verbally respond and acknowledge with Dispatch before moving truck.
27. If there is a loss of power to premises, Dispatch will confirm and verify all instructions step-by-step and will guide the transfer driver to move the vehicle from under port tunnel back to main staging area.

28. No one, including Spotters, shall be assigned to manually clear any remaining debris that may be protruding from the truck while trucks are under the ports tunnels.
29. Should load leveling be required, transfer drivers shall drive to a flat surface area, inspect load, tarp and call Dispatch for added assistance when needed.
30. Trucks shall not be permitted to stop at the exit incline for load inspection or tarping.
31. Dispatch supervisor will make the decision to assign the task of clearing top of trailer.

4. SPOTTER / SAFETY REQUIREMENTS AT TIPPING AREA:

1. All personnel entering the MRF facility will be required to wear hard hats, safety- vests and safety glasses, gloves and safety footwear. Spotters will be required to wear flashing LED safety vests. Other staff may be required to wear additional safety equipment at the discretion of Management.
2. Spotter shall **NOT** approach or be near the loading ports while loader is active and running.
3. Dispatch will instruct loader operator to park, turn off and exit loader whenever personnel such as a spotter may need to work near any loading port. Loader will acknowledge and confirm by radio.
4. Spotter will ONLY approach or be near the loading ports if loader is safely parked, turned off and no one is inside the cabin.
5. Spotter will NOT walk adjacent to open ports unless covers are fully in place.
6. A plastic chain attached to portable stands shall be posted near tunnel ports but not closer than 72” (6 feet) whenever ports are not covered (Per Transfer Processing Report).
7. Spotter will maintain visual and radio contact with Dispatch.
8. Spotters directing vehicle traffic inside the MRF area shall use LED wands to direct traffic.
9. Spotters shall never walk adjacent or look into the loading ports to access the tops of trailers.
10. Clearing and adjusting the objects that may be protruding from above the top rails of truck while under the loading ports shall NOT be done by anyone whether they are using extension tools or not.
11. No one shall be permitted under the tunnel ports unless the tunnel port covers are fully set in place and permission to do so has been granted by Dispatcher or Dispatch supervisor.
12. All personnel entering the port tunnels to clean, sweep or clear area of debris shall first receive radio clearance from Dispatch to do so before AND after completing any tasks underneath tunnels.

5. MATERIALS:

1. None.

EQUIPMENT:

1. Portable UHF or VHF radios.
2. Hard Hats.
3. Safety Glasses.
4. Standard Safety-vests.
5. LED Safety-vests.
6. LED wands.
7. Gloves.

8. DOCUMENTATION:

1. Copies of this Transfer Vehicle Loading Procedure are to be placed in the Environmental Resources Division Illness and Injury Prevention Plan, in the Driver Break Room, and at the Dispatch Control Room.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and J.I. Gandara Transport)

SCHEDULE OF COMPENSATION

Contractor shall furnish all labor, materials, supplies and equipment, and perform operations necessary to complete the Services. Contractor shall provide minimum tonnage per load and cost per ton hauled.

ITEM NO.	SUPPLEMENT SUPPLEMENTAL WASTE TRANSFER HAUL SERVICE	Rate Per Ton Haul
1	Simi Valley Landfill 20 tons minimum per load 2801 Madera Road, Simi Valley, CA 93065 (municipal solid waste)	$11.95
2	Toland Road Landfill 20 tons minimum per load 3500 Toland Road, Santa Paula, CA 93060 (municipal solid waste)	$11.95
3	Agromin Organics Recycling at Limoneira Farms 19 tons minimum 12390 Telegraph Road, Santa Paula, CA 93060 (yard trimmings)	$12.00
4	Agromin Organics Recycling at Simi Valley Landfill 15 tons minimum 2801 Madera Road, Simi Valley, CA 93065 (Wood waste)	$11.95
5	Chiquita Canyon Landfill 20 tons minimum per load 29201 Mayo Drive, Castaic, CA 91384 (municipal solid waste)	$ 18.00

The average load shall be determined from the loads hauled by Contractor to each landfill on a quarterly basis per every three consecutive calendar months beginning on July 1, 2024. If the quarterly period average load is determined to be less than 20 tons per load (municipal solid waste) at the designated landfill then City shall pay Contractor the tonnage difference between the shortfall and average load based on the rates per landfill as specified in Exhibit A of this solicitation. For example, if the Contractor hauled 50 loads to the Simi Valley Landfill that totaled 950 tons of solid waste for an average of 19 tons per load in a calendar quarter period then the City is responsible for paying the Contractor the tonnage shortfall difference of 50 tons at $11.95 per ton for a payment of $239.00.

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and J.I. Gandara Transport)

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 and CG 2037).**

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

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

1/24

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

SAMPL

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

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

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

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 _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and J.I. Gandara Transport, Inc.)

LIVING WAGE POLICY

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

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

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

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

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and J.I. Gandara Transport, Inc.)

PREVAILING WAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

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

EXHIBIT F

TRADE SERVICES AGREEMENT
(CITY of Oxnard and J.I. Gandara Transport, Inc.)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

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

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

OPTION No.1 – CERTIFICATION

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

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

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

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of in the State of

Agreement 32400334 for Supplemental Waste Transfer Hauling Services for the Del Norte Regional Recycling and Transfer Station

Public Works and Transportation Committee
January 23, 2024

City Council, February 20, 2024

Eric Zetz
Environmental Resources Division Manager

CITY OF OXNARD CALIFORNIA

Recommendation

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with J I Gandara Transport for an amount not to exceed $5,000,000 for an initial one-year term, with an option to extend for two additional one-year terms; ending March 1, 2027, to provide supplemental waste transfer hauling services for the Del Norte Regional Recycling and Transfer Station.

Recommendation

That the City Council approve and authorize the Mayor to execute an Agreement with J I Gandara Transport for an amount not to exceed $5,000,000 for an initial one-year term, with an option to extend for two additional one-year terms; ending March 1, 2027, to provide supplemental waste transfer hauling services for the Del Norte Regional Recycling and Transfer Station.

BACKGROUND

Since the opening of the Del Norte Regional Recycling and Transfer Station in 1996, the Environmental Resources Division has operated with an internal transfer fleet and contracted with outside firms to provide supplemental waste transfer hauling services.

Internal Transfer Fleet

- Necessary control of staff and vehicles to ensure permit mandates to transfer waste daily
- Up to 195,000 tons per year

Supplemental Hauler - Backup for:

- Fluctuations in waste stream
- ER staff shortages and recruitment cycle
- Limited availability of City vehicles due to maintenance
- Up to 100,000 tons per year

BACKGROUND

- Most efficient and cost-effective means of complying with State permit mandates
- Balance ensures City can continue to operate in most circumstances
- Consistent with industry standards

Solid Waste

City currently contracts with Waste Management of California, Inc. for solid waste disposal at the Simi Valley Landfill.

Organics (greenwaste)

City currently contracts with Agromin Organics Recycling to receive and process organics (greenwaste) at two locations:

- Limoneira Farms in Santa Paula
- Simi Valley Landfill in Simi Valley

DISCUSSION

November 14, 2023: City issued a Request for Bid (RFB #ER 24-34) to solicit supplemental waste transfer hauling services

- RFB was sent to 12 firms
- Posted on the City's website and www.publicpurchase.com

DISCUSSION

- By December 11, 2023 RFB deadline, City received four (4) qualified bids:
    1. J I Gandara Transport (Gandara Transport)
    2. Ecology Auto Parts, Inc.
    3. Eco Transport, LLC
    4. American Reclamation
- The bids presented pricing to destinations that ER transfers waste or organic material
- The Toland Road Landfill and the Chiquita Canyon Landfill were included in the RFB in case of fire or event closing to the Simi Valley Landfill
- J I Gandara Transport was the lowest, responsive bidder

RFB ER 24-34 summary:

Table 1

Destination	J I Gandara Transport	Ecology Auto Parts, Inc.	Eco Transport, LLC	American Reclamation
Simi Valley Landfill, 2801 Madera Road, Simi Valley, CA 93065	$11.95	$12.68	$13.95	$27.95
Toland Road Landfill, 3500 Toland Road, Santa Paula, CA 93060	$11.95	$12.22	$16.50	$28.80
Agromin Organics Recycling at Limoneira Farms, 12390 Telegraph Road, Santa Paula, CA 93060	$12.00	$12.68	$12.95	$23.04
Agromin Organics Recycling at Simi Valley Landfill, 2801 Madera Road, Simi Valley, CA 93065	$11.95	$12.68	$15.95	$27.95
Chiquita Canyon Landfill, 29201 Mayo Drive, Castaic, CA 91384	$18.00	$15.82	$18.00	$28.80
Total	**$65.85**	**$66.08**	**$77.35**	**$136.54**

DISCUSSION

- Based on bid results, staff is recommending J I Gandara Transport

- J I Gandara Transport 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

FINANCIAL IMPACT

- Total value of Agreement is $5,000,000 through March 1, 2027

- Spending plan for remainder of FY 2023-24 is available in the Environmental Resources Operating Fund

- Funding for subsequent fiscal years will be requested during the annual budget process

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

DATE: January 23, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Department-Wide Blanket Purchase Order (#32400318) for a Not to Exceed Amount of $455,000 with Consolidated Electrical Distributors dba Royal Industrial Solutions, Specification No. PW 23-39. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute a Blanket Purchase Order with Consolidated Electrical Distributors, dba Royal Industrial Solutions, for a not-to-exceed amount of $455,000 through June 30, 2024, with an option to extend through June 30, 2025.

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

BACKGROUND

As a standard practice, the City establishes blanket purchase orders ("BPOs") with vendors for the purchase of operating supplies to support routine City operations. BPOs are typically established and approved at the appropriate approval level per the City's Purchasing Policy. These one to two-year purchasing agreements allow staff to effectively acquire the necessary supplies for day-to-day operational needs and for the continued maintenance of City facilities and/or equipment. Per the City's Purchasing Policy, all formal procurement solicitations in excess of $200,000 are subject to City Council review and approval. Therefore, in order to fill the routine electrical supply needs throughout all divisions of the Public Works Department, staff is recommending a BPO in the amount of $455,000 for electrical supplies. This will allow the Department to take advantage of quantity discounts, while reducing administrative time and expenses associated with paperwork and processing.

DISCUSSION

The Public Works Department currently has a Blanket Purchase Order (#22400109) with Consolidated Electric Distributors, Inc., dba All Phase Electrical Supply, that is nearing the end of its authorized authority of $200,000. Staff is recommending a new BPO to replace the current one. The new BPO will ensure the Public Works Department has the ability to support continued operations and maintenance at various City facilities through June 30, 2025.

On October 18, 2023, the City provided notice and released a Request for Bid (RFB) No. 24-39, to establish a BPO for electrical supplies and to ensure these materials will continue to be accessible for maintenance of City

facilities. The RFB closed on November 13, 2023 and CED was the only responsive bidder. The bid was reviewed by both the Purchasing Department and Facilities Division and Staff determined that CED met the City's contractual provisions, which include, but may not be limited to, possession of a City business tax certificate, insurance requirements, and corporate filing with the California Secretary of State. CED is one of the largest electrical distributors in the country and is expected to provide the electrical supplies necessary to maintain City buildings, equipment, and other city-owned facilities such as parks, water & wastewater plants, and the public right-of-way. Based upon the available information and research performed to date, staff believes the vendor is capable of satisfactorily providing these supplies as needed.

It should be noted that there is currently a separate BPO with CED for the Water and Wastewater Divisions that supports the sole source purchases of parts and equipment of Rockwell branded products. CED is the only source for Rockwell in the Southern California region. The water divisions use Rockwell products extensively for variable-speed pumps and replacement parts. This BPO is not available for use by the other divisions of Public Works and will not be impacted by the proposed new BPO with CED.

The proposed new BPO will be used to purchase general electrical supplies such as transformers, conduit, wiring, receptacles, switches, lights, connectors, luminaries, lamp fixtures, and other electrical components and parts. The new BPO will allow for the continuation of access to necessary supplies/parts by the Public Works Divisions as necessary. The requested not to exceed amount is $455,000 to ensure the BPO has the necessary capacity to serve all applicable Divisions of the Public Works Department through June 30, 2025.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of the Blanket Purchase Order with CED shall not exceed $455,000 through June 30, 2025. Expenses incurred have already been anticipated in operational costs by those Public Works Divisions that will be making electrical supply purchases. There is sufficient funding for all departments/divisions in the City Council approved FY 2023-24 Operating Budget. Funding for the subsequent fiscal year will be requested during the annual budget process.

Estimated Spending Plan				
Division	**Account**	**FY 2023-24**	**FY 2024-25**	**Total**
Engineering	1013102-52400	$1,200	$1,200	$2,400
Facilities	7353740-52400	$35,000	$70,000	$105,000
Fleet	7413750-52900	$1,000	$3,000	$4,000
Parks	1013301-52400 1013304-52400	36,000	$72,000	$108,000

Special Districts	60503801-53200 60403801-53200 60203801-53200 20003801-53200	$22,000	$22,000	$44,000
Water	6013600-52900 6013605-52900	$20,000	$40,000	$60,000
Wastewater	6113615-52400	$50,000	$50,000	$100,000
As Needed	Various	$15,250	$16,350	$31,600
Total		**$180,450**	**$274,550**	**$455,000**

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Electrical Supplies Price Sheet
2. Presentation

ATTACHMENT A
BID DOCUMENTS
FOR
ELECTRICAL SUPPLIES

Line	DESCRIPTION	No.	In Stock	Lead Times	Quantity	UOM	Unit Price
1	T5 24W 2LMP BLST	See Qte	No	6-8 weeks	1	Each	$30.71
2	100A 600V RK5 TD FUSE	See Qte	Yes	N/A	1	Each	$37.38
3	90a 600v rk5 td fuse	See Qte	Yes	N/A	1	Each	$37.38
4	21879 U BENT OCTRON FLRLAMP	See Qte	No	3 days	1	Each	$17.38
5	21671 FLOUR LAMP	See Qte	No	3 days	1	Each	$16.60
6	WAGO221-413	See Qte	No	5 days	1	Each	$0.27
7	WAGO221-412	See Qte	No	5 days	1	Each	$0.21
8	35W LED LAMP	See Qte	Yes	N/A	1	Each	$47.02
9	LED DRIVER LITH	See Qte	No	17 days	1	Each	$62.33
10	26W DD/E T/E UNV 1/2 LAM BA	See Qte	No	3 days	1	Each	$24.46
11	1/4 SHNK PWR WR NUT DRVR	See Qte	No	7 days	1	Each	$1.99
12	LED WRAP SURFACE MOUNT	See Qte	Yes	N/A	1	Each	$118.94
	WALLPLATE / COVERS / RECEPTORS / SWITCHPLATES						
13	1G WP BOX EXTENSION	See Qte	Yes	N/A	1	Each	$3.60
14	2G WP BOX EXTENSION	See Qte	No	3 days	1	Each	$4.66
15	2G WP BOX W/5 3/4 HUB	See Qte	Yes	N/A	1	Each	$15.14
16	2G WP BOX W/5 1-IN HUB	See Qte	Yes	N/A	1	Each	$13.27
17	2G WP BOX W/7 3/4 HUB	See Qte	Yes	N/A	1	Each	$20.22
18	4-IN RND WP BOX W/4 1/2	See Qte	Yes	N/A	1	Each	$3.87
19	4-IN RND WP BOX W/4 3/4	See Qte	Yes	N/A	1	Each	$6.99
20	4-IN RND WP CVR BLANK	See Qte	Yes	N/A	1	Each	$1.05
21	1G WP BX EXT ADPT 4 1/2	See Qte	No	3 days	1	Each	$6.51
22	1G WP BX EXT ADPT 4 3/4	See Qte	No	3 days	1	Each	$7.86
23	4-11/16SQ 1/2D CVR 1-SW	See Qte	Yes	N/A	1	Each	$1.10
24	1G WP SGL RCPT CVR	See Qte	Yes	N/A	1	Each	$4.16
25	1G WP DPLX RCPT CVR	See Qte	Yes	N/A	1	Each	$3.06
26	4-11/16SQ CVR 1DPLXRCPT	See Qte	Yes	N/A	1	Each	$1.32
27	2G WP DPLX RCPT CVR	See Qte	Yes	N/A	1	Each	$6.95
28	1G WP GFI DEVICE COVER	See Qte	Yes	N/A	1	Each	$3.67
29	4-11/16SQ CVR 1SGLRCPT	See Qte	Yes	N/A	1	Each	$1.54
30	1G WP GFI DEVICE COVER	See Qte	Yes	N/A	1	Each	$3.03

	CONDUITS						
31	1/2 ALUM THREADED PLUG	See Qte	No	2 weeks	1	Each	$3.23
32	3/4 ALUM THREADED PLUG	See Qte	No	2 weeks	1	Each	$3.99
33	1-IN ALUM THREADED PLUG	See Qte	No	2 weeks	1	Each	$4.64
34	1/2 FEM UNION	See Qte	No	2 weeks	1	Each	$8.95
35	1/2 AL FEMALE UNION	See Qte	No	6-8 weeks	1	Each	$13.77
36	3/4 FEM UNION	See Qte	Yes	N/A	1	Each	$12.27
37	3/4 AL FEMALE UNION	See Qte	No	6-8 weeks	1	Each	$20.37
38	1-IN FEM UNION	See Qte	No	6-8 weeks	1	Each	$22.27
39	1-IN AL FEM UNION	See Qte	No	6-8 weeks	1	Each	$37.01
40	1-1/4 FEM UNION	See Qte	No	6-8 weeks	1	Each	$31.07
41	1-1/4 AL FEM UNION	See Qte	No	6-8 weeks	1	Each	$54.72
42	3/4 X CONDUIT BODY	See Qte	No	3-4 weeks	1	Each	$15.40
43	1-IN X CONDUIT BODY	See Qte	No	4 weeks	1	Each	$21.05
44	1-IN X CONDUIT BODY	See Qte	No	4 weeks	1	Each	$21.05
45	ALUMINUM CONDUIT 3/4"	See Qte	Yes	N/A	1	10' stick	$15.16
46	ALUMINUM CONDUIT 1"	See Qte	Yes	N/A	1	10' stick	$22.05
	BREAKERS						
47	1P 20A 120V BOLT-ON CB	See Qte	No	10 days	1	Each	$22.34
48	GED THQB1130 1P 30A 120V BOLT-ON CB	See Qte	No	10 days	1	Each	$22.34
49	GED THQB21100 2P100A 120/240V CB	See Qte	No	10 days	1	Each	$124.16
50	GED THQB2120 2P20A 120/240 BLT-ON CB	See Qte	No	10 days	1	Each	$48.66
51	GED THQB2130 2P30A 120/240 BLT-ON CB	See Qte	No	10 days	1	Each	$48.66
52	GED THQB2140 2P40A 120/240 BLT-ON CB	See Qte	No	10 days	1	Each	$48.66
53	GED THQB2150 2P50A 120/240 BLT-ON CB	See Qte	No	10 days	1	Each	$48.66
54	GED THQB32020 3P 20A 240V BOLT-ON CB	See Qte	No	10 days	1	Each	$161.53
55	GED THQB32030 3P 30A 240V BOLT-ON CB	See Qte	No	10 days	1	Each	$161.53
56	GED THQB32060 3P 60A 240V BOLT-ON CB	See Qte	No	10 days	1	Each	$161.53
57	GED THQB32100 3P 100A 240V BLT-ON CB	See Qte	No	10 days	1	Each	$230.28
58	GED THQL1115 1P 15A 120V PLUG-IN CB (X	See Qte	No	10 days	1	Each	$6.74
59	GED THQL1120 1P 20A 120V PLUG-IN CB	See Qte	No	10 days	1	Each	$6.74
60	GED THQL21100 2P 100A 120/240V CB	See Qte	No	10 days	1	Each	$61.11
61	GED THQL2115 2P15A 120/240 PLG-IN CB	See Qte	No	10 days	1	Each	$15.32
62	GED THQL2120 2P20A 120/240 PLG-IN CB	See Qte	No	10 days	1	Each	$15.32
63	GED THQL2130 2P30A 120/240 PLG-IN CB	See Qte	No	10 days	1	Each	$15.32
64	GED THQL2150 2P50A 120/240 PLG-IN CB	See Qte	No	10 days	1	Each	$16.91
65	20a 3p ckt breaker	See Qte	No	10 days	1	Each	$91.67

	CONTRACTORS / START KITS / RELAYS						
66	3P SW	See Qte	Yes	N/A	1	Each	$87.72
67	115/460-575V STARTER	See Qte	Yes	N/A	1	Each	$277.99
68	115/460-575V STARTER	See Qte	No	4 weeks	1	Each	$381.77
69	2KVA TFMR	See Qte	Yes	N/A	1	Each	$262.11
70	SQD 3104140042 CONTACTOR+STARTER	See Qte	No	3 Days	1	Each	$83.44
71	SQD 3104140051 CONTACTOR+STARTER	See Qte	No	3 Days	1	Each	$83.44
72	3KVA TFMR	See Qte	Yes	N/A	1	Each	$332.30
73	RELAY 600VAC 5AMP	See Qte	No	2 Weeks	1	Each	$30.73
74	RELAY 2CO CYL PIN	See Qte	Yes	N/A	1	Each	$19.38
75	SINGLE TIER SOCKET	See Qte	Yes	N/A	1	Each	$7.57
76	RELAY SOCKET 600VAC	See Qte	Yes	N/A	1	Each	$11.26
77	120V RELAY	See Qte	Yes	N/A	1	Each	$13.54
78	120V CONTACTOR	See Qte	No	2 Weeks	1	Each	$83.87
79	120V CONTACTOR	See Qte	No	2 Weeks	1	Each	$100.95
80	50A 3P 120V CONTACTOR	See Qte	No	2 Weeks	1	Each	$194.47
81	rk12fsl2 33l lp835 g1 fsl Repair Kit	See Qte	No	11 Days	1	Each	$51.78
82	1p 20a 120v bolt-on cb	See Qte	No	4 Days	1	Each	$18.61
83	2p50a 120/240 plg-in cb	See Qte	No	4 Days	1	Each	$27.78
			Subtotal				$4,184.46
			9.25% CA Sales Tax				$387.10
			Other Costs (List)				$0.00
			Total Bid Amount				**$4,571.96**

General Percentage Discount Price (off list pricing) for items not shown	**60% off**

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

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

Department-Wide Blanket Purchase Order (#32400318) for a Not to Exceed Amount of $455,000 with Consolidated Electrical Distributors

Public Works Transportation Committee
January 23, 2024

Steve Howlett, Assistant Director
Public Works Department

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute a Blanket Purchase Order with Consolidated Electrical Distributors dba Royal Industrial Solutions for a not-to-exceed amount of $455,000 through June 30, 2024, with an option to extend through June 30, 2025.

BACKGROUND

- As a standard practice, the City establishes blanket purchase orders (“BPOs”) with vendors for the purchase of operating supplies to support routine City operations.

- BPOs are typically established and approved at the appropriate approval level per the City’s Purchasing Policy

- These one to two-year purchasing agreements allow staff to effectively acquire the necessary supplies for day-to-day operational needs and for the continued maintenance of City facilities and/or equipment

BACKGROUND

- Per the City's Purchasing Policy, all formal procurement solicitations in excess of $200,000 are subject to City Council review and approval

- Therefore, in order to fill the routine electrical supply needs throughout all divisions of the Public Works Department, staff is recommending a BPO in the amount of $455,000 for electrical supplies

- This will allow the Department to take advantage of quantity discounts, while reducing administrative time and expenses associated with paperwork and processing.

DISCUSSION

- The Public Works Department currently has a Blanket Purchase Order (#22400109) with Consolidated Electrical Distributors, Inc., dba All Phase Electrical Supply, that is nearing the end of its authorized $200,000 not-to-exceed limit.

- Staff is recommending a new BPO to replace the current one. The new BPO will ensure the Public Works Department has the ability to support continued operations and maintenance at various City facilities through June 30, 2025.

- On October 18, 2023, the City provided notice and released a Request for Bid (RFB) No. 24-39.

- The RFB closed November 13, 2023 and CED was the only responsive bidder. The bid was reviewed by both the Purchasing Department and Facilities Division and Staff determined that CED meets the City's contractual provisions.

DISCUSSION

- There is currently a separate BPO with CED for the Water and Wastewater Divisions that supports the sole source purchases of parts and equipment of Rockwell branded products. CED is the only source for Rockwell in the Southern California region and the water divisions use Rockwell products extensively for variable-speed pumps and replacement parts. This BPO is not available for use by the other divisions of Public Works.

- Proposed new BPO will be used to purchase general electrical supplies such as transformers, conduit, wiring, receptacles, switches, lights, connectors, luminaries, lamp fixtures, and other electrical components and parts.

FINANCIAL IMPACT

- The total cost of the requested BPO with Consolidated Electrical Distributors will not to exceed $455,000 through June 30, 2025.
- Payment for these parts and supplies will come from available funds within each division's operating budget.
- Sufficient appropriations are included in the City Council approved FY 2023-24 Operating budget for these various purchases through June 30, 2024.
- Funding for the subsequent fiscal year will be requested during the annual budget process.

CITY OF OXNARD CALIFORNIA

QUESTIONS