

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.



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
July 9, 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: 882 6141 0760
3. Passcode: 839855

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/](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 June 25, 2024 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Sewer Main Transfer of Ownership. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the City Manager to execute an Agreement and any associated documents transferring the ownership of the out-of-service Sewer Main from the City of Oxnard to the City of Port Hueneme.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Xf078hXFAd0>

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Public Project Agreement 32500024 with Oilfield Electric Company for On-Call Electrical Maintenance and Minor Repair Services, Specification No. PW 24-100. (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 Oilfield Electric Company for a total amount not to exceed \$1,860,000 for a three (3) year term for On-Call Electrical Maintenance and Minor Repair Services, Specification No. PW 24-100.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/oGljh823efM>

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Agreement 32500028 with Carollo Engineering, Inc. for On-Call Consulting Services for Water and Recycled Water Treatment Process Support. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute an Agreement with Carollo Engineering, Inc. for a total amount not to exceed \$200,000 for an initial one-year term from July 31, 2024, to July 30, 2025, with the option to extend for two (2) consecutive one (1) year period extensions, that shall not exceed a total of three (3) years for a final term ending July 30, 2027, for On-Call Consulting Services for Water and Recycled Water Treatment Process Support.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/ytr8zGF6dx4>

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Second Amendment to Agreement 9648-22-CM with Pacific Coast Elevator Corporation, dba Amtech Elevator Services, for Elevator Inspections, Maintenance, and Repairs. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to the Agreement with Pacific Coast Elevator Corporation, dba Amtech Elevator Services, to increase the current not to exceed amount from \$200,000 to \$500,000 and extend the term to August 31, 2025, for elevator inspections, maintenance, and repairs.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/DKFE4Rqg1NM>

Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

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

DATE: July 9, 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 June 25, 2024 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 06 25 2024 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
June 25, 2024

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

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

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the May 28, 2024 regular meeting as presented.

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

D. REPORTS

1. Public Works Department

SUBJECT: Agreement 32500018 with M.O. Dion & Sons, Inc. dba Dion & Sons, Inc. for Purchase and Delivery of Bulk Fuel.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with M.O. Dion & Sons, Inc. dba Dion & Sons, Inc. in the amount not to exceed \$4,135,000 for an initial one-year term from July 1, 2024 to June 30, 2025 with the option for four (4) consecutive one (1) year period extensions that shall not exceed a total of five (5) years for a final term ending June 30, 2029 for the purchase and delivery of bulk fuel to various City locations.

Jose Arreola, Fleet Services Manager presented and answered the Committee's questions. No public comments were received.

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

2. Public Works Department

SUBJECT: Public Project Agreement 32400551 with West Star Environmental, Inc. for Oxnard Wastewater Treatment Plant Fuel Management System Replacement Project (Rebid), Specification No. PW 23-13R2. (10 minutes)

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

1. A total of \$301,560 in Project funds for the Oxnard Wastewater Treatment Plant Fuel Management System Replacement Project (Rebid), Specification No. PW 23-13R2;
2. The Mayor to execute an Agreement with West Star Environmental, Inc. in the amount of \$251,300 with a Project contingency amount of \$25,130 (10%) with West Star Environmental, Inc. for a total not to exceed value of \$276,430 for the Project;
3. A Project allocation amount of \$25,130 (10%) for engineering, inspection, and project management for the Project;
4. Adding Oxnard Wastewater Treatment Plant Fuel Management System Replacement Project to the City of Oxnard Five Year Capital Improvement Program; and
5. A new Fiscal Year 2024-25 project budget appropriation of \$301,560 from the Wastewater Operating Fund (611) available fund balance as well as the corresponding Wastewater Capital Fund (612) transfer in / appropriation in the same amount.

Timothy Beaman, Interim Assistant Public Works Director presented and answered the Committee's questions. No public comments were received.

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

3. Public Works Department

SUBJECT: Third Amendment to Agreement A-8136 with Enterprise Fleet Management. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to the Agreement with Enterprise Fleet Management, Inc. increasing the current agreement value by \$8,518,000 for a total not to exceed amount of \$15,313,000 and extend the term through April 18, 2026, utilizing the Sourcewell

contract 030122-EFM for Fleet Management Services that includes vehicle leasing and maintenance management.

Jose Arreola, Fleet Services Manager presented and answered the Committee's questions. No public comments were received.

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

E. ITEMS FOR FUTURE AGENDAS

Chair Perello requested a report from the Public Works Department about the water process in the City of Oxnard.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:00 p.m.

ROSE CHAPARRO

City Clerk

BERT E. PERELLO

Chair



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: July 9, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Sewer Main Transfer of Ownership. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council authorize the City Manager to execute an Agreement and any associated documents transferring the ownership of the out-of-service Sewer Main from the City of Oxnard to the City of Port Hueneme.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Xf078hXFA0>

BACKGROUND

In April 18, 2024, the City of Port Hueneme (PH) contacted Oxnard's Public Works department about the possibility of taking over the ownership of an existing, out-of-service sewer line within the City of Port Hueneme's jurisdictional boundaries. PH has a portion of their existing sewer system, which is in need of repairs, in the same general area of Oxnard's out-of-serve line (please reference the attached chronological order of events from PH regarding the status of their existing sewer line). As such, PH staff has explored taking over ownership and the use of Oxnard's out-of-service line. This included requesting to inspect Oxnard's out-of-service line.

On May 7, 2024, Oxnard and Port Hueneme staff entered into a Right of Entry Agreement. The agreement permitted PH to access the Oxnard Trunk Line for purposes of inspecting the condition of the line. PH performed the inspection and found the line to be serviceable for their needs.

DISCUSSION

Oxnard staff reviewed record documents and met internally to determine the original intent of the out-of-service pipeline and future needs, if any. The out-of-service sewer line was installed around 1976 for the purpose of conveying sewage from the western portion of Oxnard to the Oxnard Water Resource Recovery Facility. Attached is the title sheet of the 1976 engineering plans for reference. In 2003 the City completed the Redwood Trunk Project rerouting flow from the subject sewer line to a new trunk sewer within Oxnard's jurisdictional boundary. A portion of the out-of-service pipeline was demolished as part of the Lift Station 28 Demolition Project in 2022 and there are no plans to re-establish use of the remaining pipeline.

The sewer line has no operational value to the City. In fact, it poses a small liability to the City if the existing out-of-service sewer line would fail. Recent repairs to other aging sewer lines that are operational by Oxnard's

Wastewater Division have cost at least \$14,000 to address. Transferring this asset to PH would relieve Oxnard from this low-probability risk.

To complete our full due diligence, staff explored whether the out-of-service sewer line had any value as an asset. Records from 1970's are difficult to come by, but Public Works staff worked with the Finance staff to review the City's asset information. To the best of staff's ability with the limited info available, it has been determined that this out-of-service sewer line has a remaining depreciable value of \$20,559.54. As such, staff recommends requiring PH to pay for the remaining value of the asset prior to transferring the asset.

Based on the information presented above, staff recommends that ownership of the pipeline be transferred to the City of Port Hueneme for the depreciated value via an agreement. As of the date of drafting this staff report, PH and Oxnard have yet to finalize the details of the transfer agreement. Attached is the draft of this agreement for reference. Once the final agreement is approved by the City Attorney's Office, it will be executed by the City Manager should this item be approved.

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

This action includes the transfer of a City asset with compensation in the amount of \$20,559.54 which will be deposited into the Wastewater Operating Revenue Fund (6113610-47000 Miscellaneous Revenue) once received.

Prepared by: Timothy Beaman, Supervising Civil Engineer

ATTACHMENTS

1. Draft Agreement
2. 1976-035A Drawing
3. 1976-057A Drawing
4. Timeline of events
5. Presentation

**SEWER FACILITIES TRANSFER AGREEMENT
BETWEEN
THE CITY OF OXNARD
AND THE CITY OF PORT HUENEME**

THIS AGREEMENT for the transfer of ownership of certain sewers and appurtenant facilities (“**Agreement**”) is made as of this ____ day of _____, 2024 by and between the City of Oxnard California, a California municipal corporation (“**Oxnard**”), and the City of Port Hueneme, a California municipal corporation (“**Port Hueneme**”). Oxnard and Port Hueneme are at times referred to herein individually as a “**Party**” and collectively as “**Parties**.”

RECITALS

A. Oxnard operates a local sewage collection system within its jurisdiction. Oxnard also owns one 24 Inch trunk line sewer running beneath Ventura Road in the City of Port Hueneme, which Oxnard took out of service in 2003 as part of the Redwood Trunk Sewer Project and is the subject of this Agreement. The out of service sewer line and appurtenant facilities are depicted in the attached Exhibit “A” and Exhibit “B” (collectively, hereinafter the “**Sewer Facilities**”), and described more distinctively as follows:

All existing 24 inch Oxnard sewer pipeline listed between Station 0+34.7 on Page 2 of Exhibit “A” (beginning approximately at the intersection of Ventura Road and Hueneme Road) and extending North to Station 30+04.20 on Page 5 of Exhibit “A” (consisting of approximately 2,970 linear feet); and, all existing 24 inch Oxnard sewer pipeline existing South of the intersection of Hueneme Road and Ventura Road, beginning at Station 0+00 (Manhole No. 2) on Page 2 of Exhibit “A” and extending South for approximately 900 linear feet, ending at the Ventura County Railroad, as identified on Exhibit “B” (consisting of approximately 900 linear feet).

B. Port Hueneme operates a local sewage collection system within its jurisdiction. Port Hueneme wishes to assume ownership of and maintain the Sewer Facilities, as they run adjacent to certain of Port Hueneme’s existing local sewer lines and may be of use to Port Hueneme in its efforts to rehabilitate its sewer force main under Ventura Road.

C. This Agreement shall document and memorialize the understanding of the Parties with respect to the Sewer Facilities to be transferred to Port Hueneme by Oxnard.

D. Port Hueneme will maintain and operate the Sewer Facilities as part of its local sewage collection system and shall have sole responsibility therefor following the transfer to Port Hueneme by Oxnard.

NOW THEREFORE, the Parties hereto agree as follows:

Section 1. Recitals.

The above Recitals are incorporated into this Agreement as though fully set forth herein.

Section 2. Transfer of Sewer Pipelines.

Subject to the terms, covenants and conditions set forth in this Agreement, the parties agree to the following: Port Hueneme agrees to pay \$20,559.543 (twenty thousand, five hundred, fifty-nine dollars and fifty-four cents) to Oxnard, and upon receipt of payment and full execution of this Agreement by the Parties (the “**Effective Date**”), Oxnard does hereby convey and transfer to Port Hueneme all of its right, title, and interest in the Sewer Facilities owned by Oxnard, as described herein and depicted in the attached Exhibit “A” and Exhibit “B”.

Section 3. No Warranty; Acceptance.

Oxnard makes no warranty or representation of any kind regarding the condition of the Sewer Facilities or the suitability of the Sewer Facilities for any purpose. Port Hueneme has been granted an opportunity to fully inspect the Sewer Facilities and has done so, pursuant to a Right of Entry Agreement between City of Oxnard and City of Port Hueneme, dated May 7, 2024 allowing for a conditional assessment via remote entry camera. Port Hueneme accepts the Sewer Facilities on an “as is” and with all faults basis. As of the Effective Date, Port Hueneme accepts and assumes all ownership and responsibility for such transferred Sewer Facilities, and agrees to indemnify, defend, and hold Oxnard harmless from any liability, claim, cost, expense, or damage thereafter arising from Port Hueneme’s ownership or use of the Sewer Facilities.

Section 4. Amendment.

Any amendment of this Agreement or its Exhibits must be in writing, signed, and acknowledged by the Parties and duly recorded in the Official Records of the County Recorder of the County of Ventura, State of California, provided this Agreement has been recorded.

Section 5. Entire Agreement.

This Agreement (including any exhibits) constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement, including all representations and warranties between them, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

Section 6. Successors; Assignment.

The benefits and burdens of this Agreement shall be binding upon and inure to all successors-in-interest and assignees of the Parties. This Agreement may only be assigned upon the written consent of both Parties.

Section 7. Exhibits.

The following exhibits which are attached hereto are incorporated herein and made a part of this Agreement:

Exhibit “A” Depiction of Sewer Facilities between Station 0+34.7 and Station 30+04.20 (North of Intersection of Ventura Road and Hueneme Road)

Exhibit "B" Depiction of Sewer Facilities extending South of Intersection of Hueneme Road and Ventura Road

Section 8. Governing Law; Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to conflicts of laws principles or rules. Any legal action to interpret or enforce any term or conditions of this Agreement shall be brought in the Superior Court of California for the County of Ventura.

Section 9. Time of the Essence.

Time is of the essence with respect to the performance of the Parties' respective obligations contained herein.

Section 10. Construction.

This Agreement shall be construed according to its fair meaning as if prepared by all Parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

Section 11. Non-Liability of Officials or Employees.

No officer, official or employee of either Party shall be personally liable for any obligations under the terms of this Agreement.

Section 12. Severability.

If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 13. Attorneys' Fees.

If any legal action is necessary to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it is entitled.

Section 14. Authority.

Each Party warrants that the individuals who have signed this Agreement on their behalf have the legal power, right, and authority to make this Agreement and bind each respective Party to its terms.

Section 15. **Execution in Counterpart.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

[END OF PAGE – SIGNATURES FOLLOW]

DRAFT

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day set forth above.

Dated: _____, 2024

CITY OF OXNARD

By: _____

Name and Title

Dated: _____ 2024

CITY OF PORT HUENEME

By: _____

Name and Title

ATTEST:

By: _____

Name and Title

EXHIBIT “A”

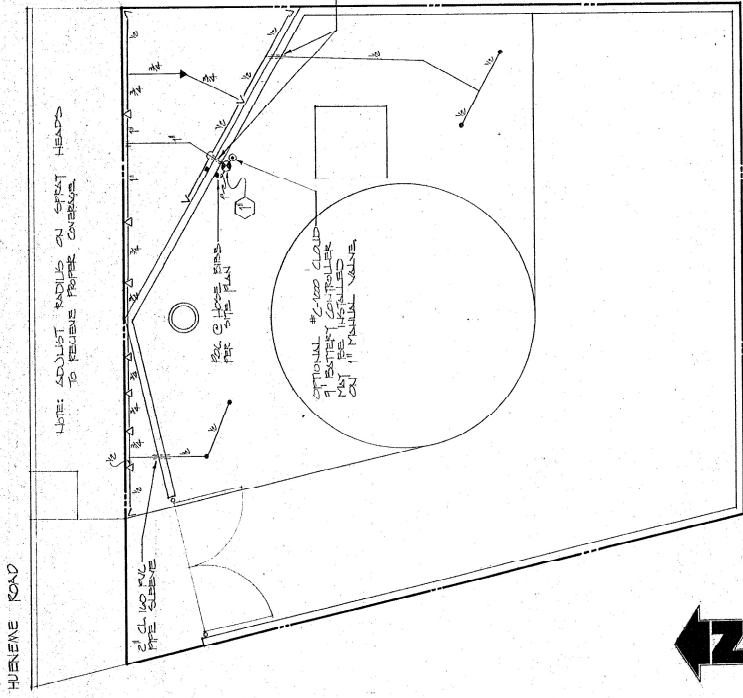
**Depiction of Sewer Facilities between Station 0+34.7 and Station 30+04.20
(North of Intersection of Ventura Road and Hueneme Road)**

DRAFT

EXHIBIT “B”

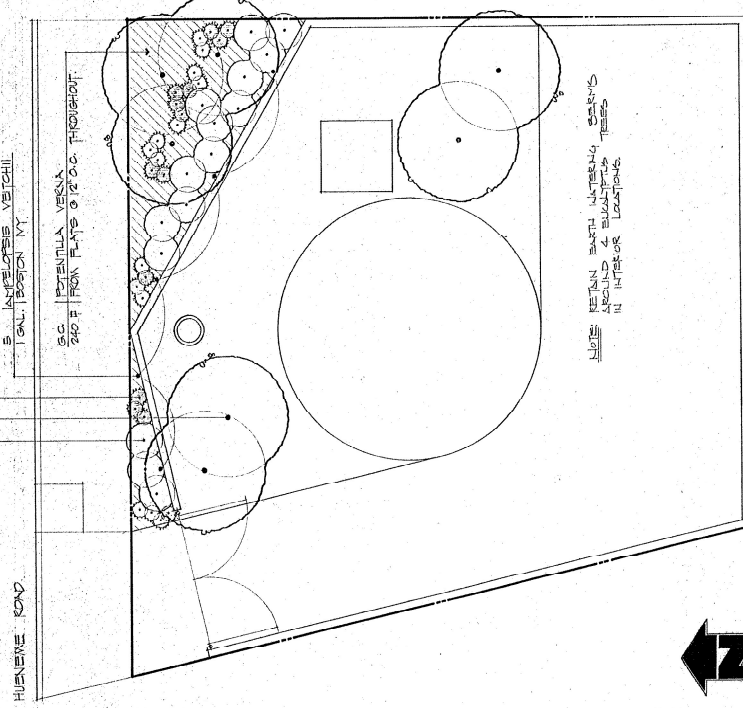
**Depiction of Sewer Facilities extending South of Intersection of
Hueneme Road and Ventura Road**

DRAFT

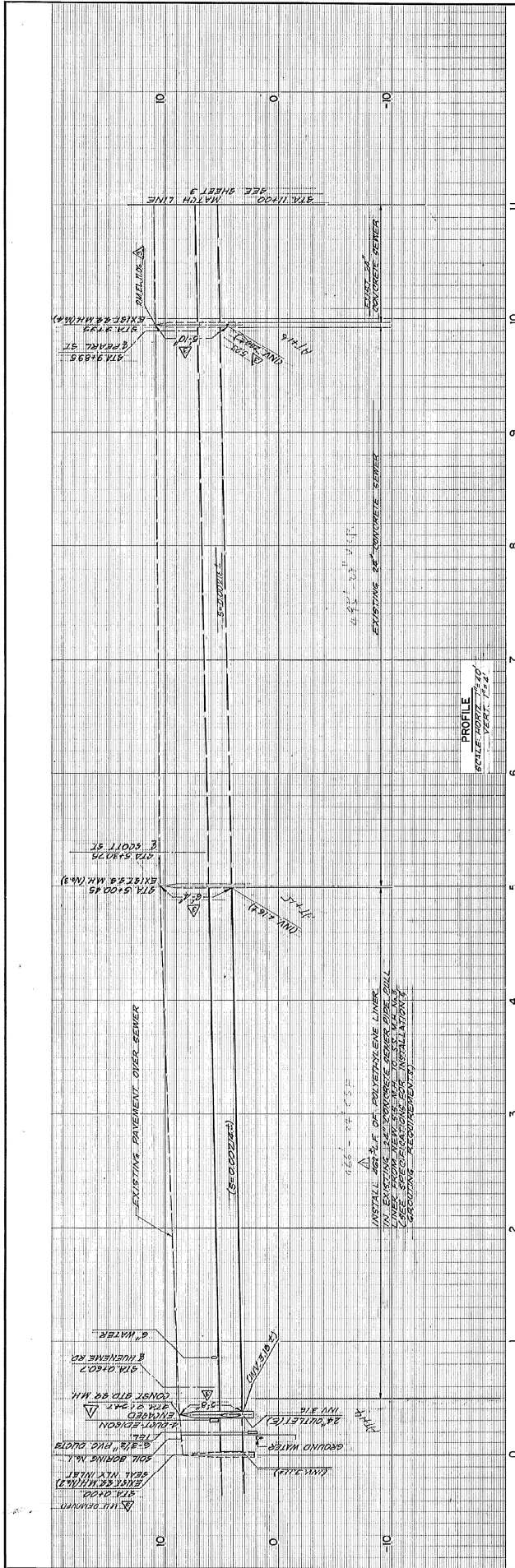


RELATION PLAN

SYMBOL		MANUFACTURER	DESIGN NO	PATTERN	TIME	RADIUS	GR. PL.	REMARKS
▲	Δ	KAN BIRD	2400 FLT.	H. & Q.	SURF. FILL	1" dia	1/2" dia	
•		KAN BIRD	2400 B	PULL	SUBMER	—	1/2	
■		CHAMPION	4400					
□		INTERLAD 9						
BENTON OPERATED REGISTRATION CONTROLLER (OPTIONAL)								
SOL. 40 MC MANILLA / SIZE PER PLAN								
CL 200 MC LATERAL LINES / SIZE PER PLAN								
CL 140 MC PIPE SLEEVE / 2"								

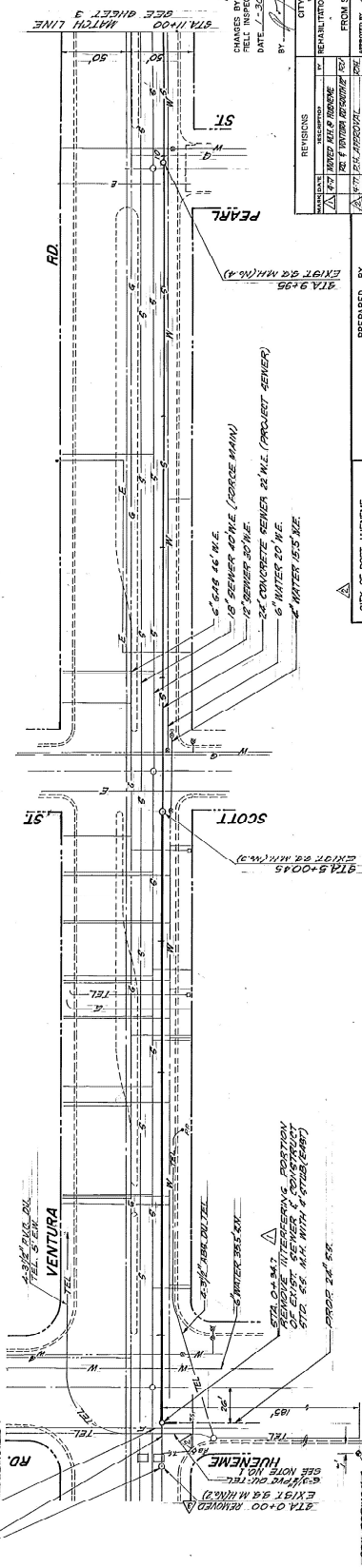


PLATING



- NOTES:
1. CONTRACTOR SHALL "NOT HOLE" EXISTING 12\"/>

EXCAVATE & REMOVE 3' x 1' OF EXIST. SEWER PIPE REAR NORTH INLET OF EXIST. 36\"/>



AS-BUILT

CHANGES BY ALBERNAN SWIFT & LEWIS FROM
REVISIONS TO RECORDS AND CHANGE ORDERS
DATE: 10/1/76

BY: <i>SP-7</i>		R.C.E. 1960	
CITY OF OAKLAND, CALIFORNIA			
REVISIONS		BY SEPARATION OF THE VICTIMS RE THINK SEWER	
REVISION	DATE RECEIVED	PLAN & PROFILE	
1	12/17/57	FROM STA. 0+00 TO STA. 1+00	
2	1/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
3	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
4	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
5	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
6	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
7	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
8	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
9	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
10	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
11	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
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16	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
17	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
18	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
19	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
20	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
21	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
22	2/17/58	APPROVED BY <i>John H. Hester</i> 10/16/58	
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PREPARED BY

CITY OF PORT HENRIE

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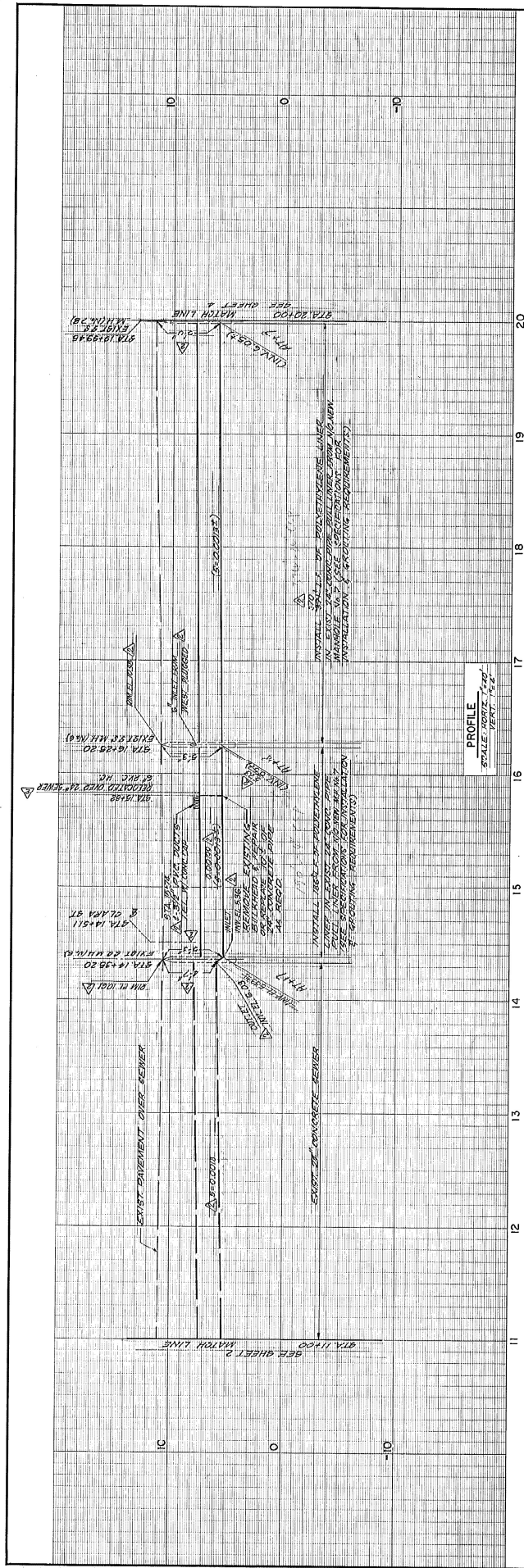
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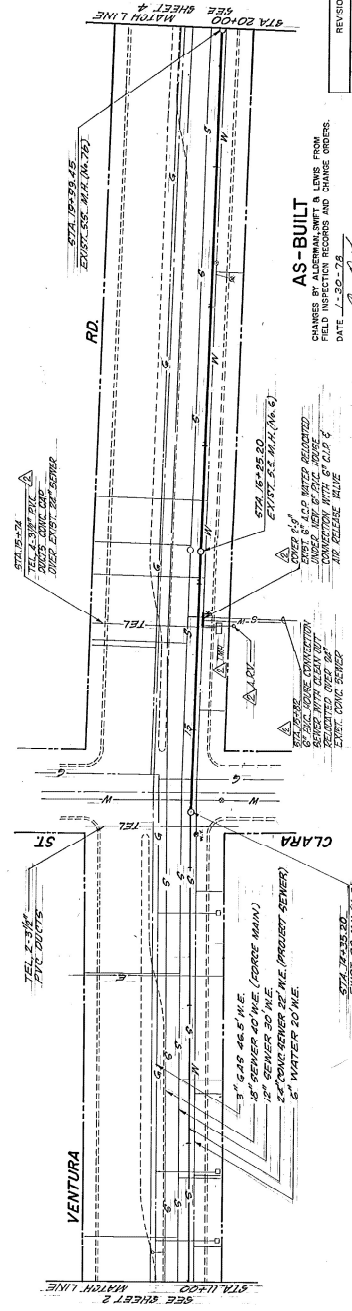
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CHANGES BY ALGONQUA UNIT A LEWS FROM FIELD INSPECTION RECORDS AND CHANGE ORDERS.

DATE 1-30-78 BY R.C.E. 1980

PREPARED BY

APPROVED BY

CITY OF PORT HENRI

DATE 4-14-77

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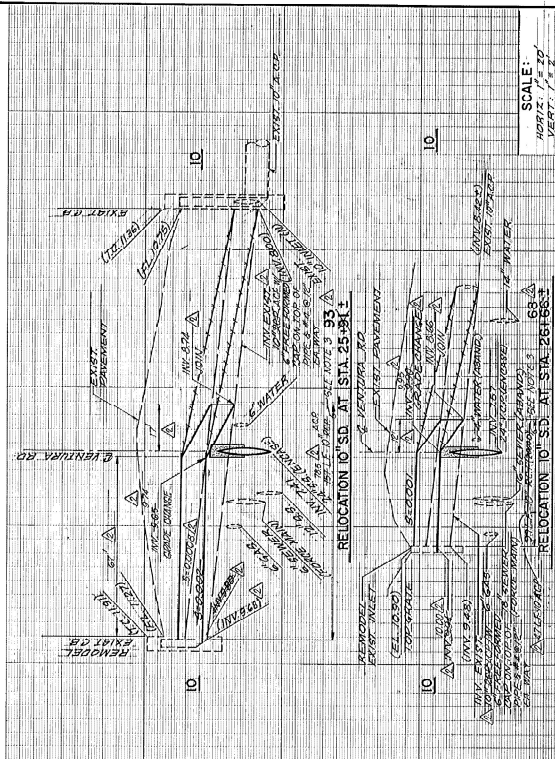
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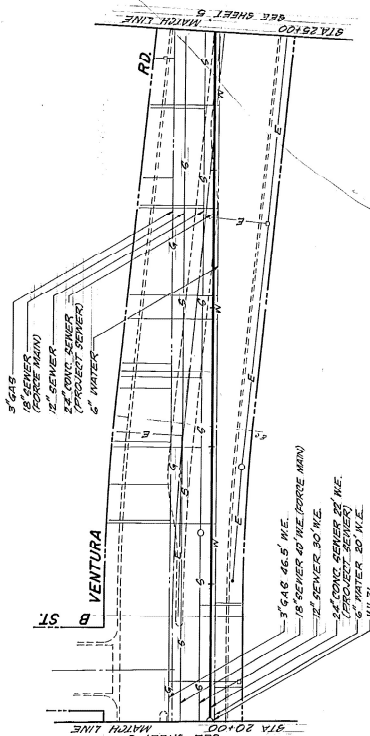
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NOTES:

1. FOR TRAFFIC PLAN & CONSTRUCTION STAKING SEE DETAIL (2) & (3)
2. ELEVATIONS AND SLOPES SHOWN IN PARENTHESES () ARE EXISTING.
3. STORM DRAIN SHALL BE ENCASED OR BACKFILLED WITH CONCRETE, WHERE OVER 15" LESS THAN 30"



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CHANGES BY ALDERMAN, SWIFT & LEWIS FROM
FIELD INSPECTION RECORDS AND CHANGE ORDERS.

BY Roy W. Lamer R.C.E. 15920

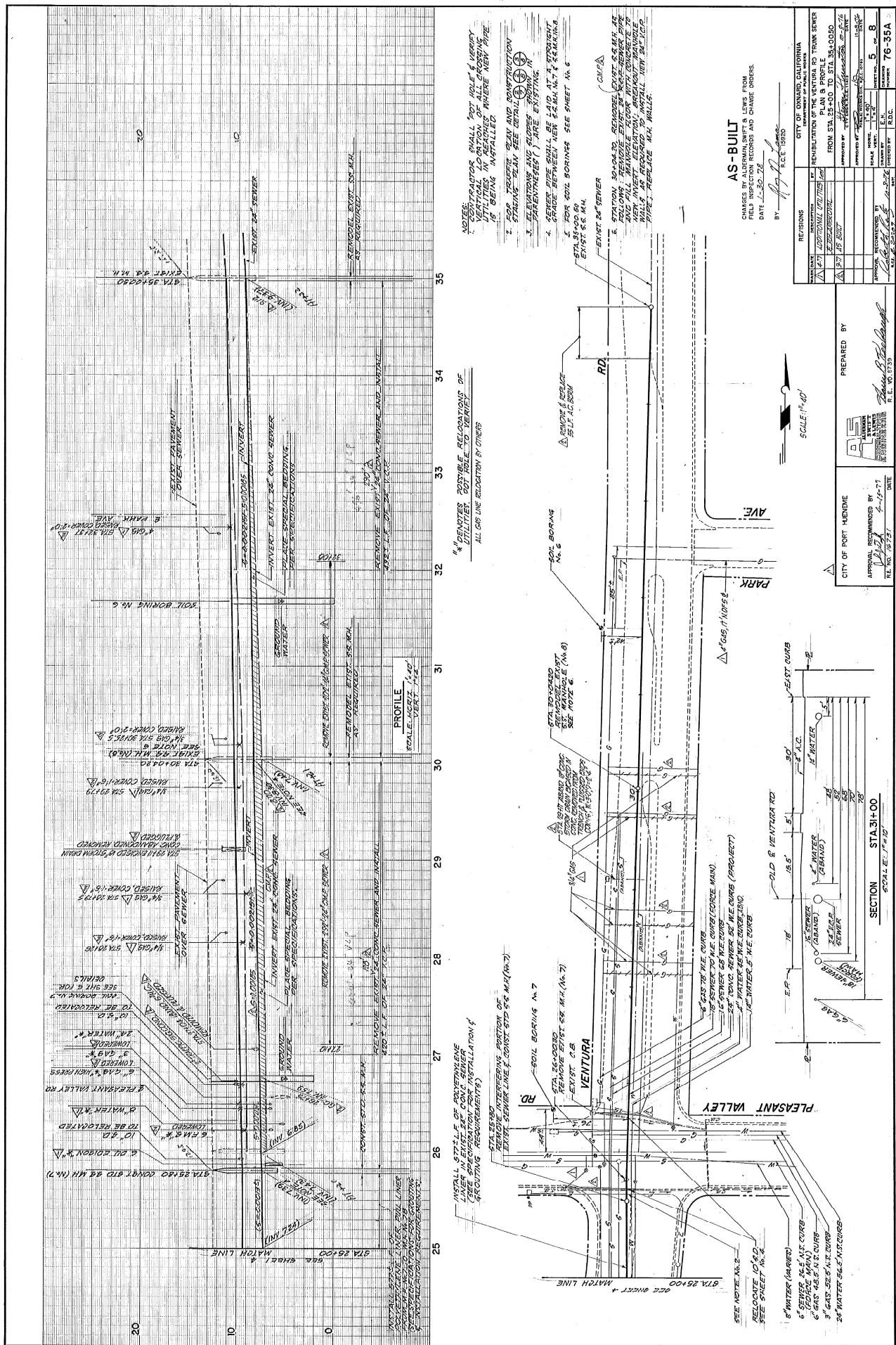
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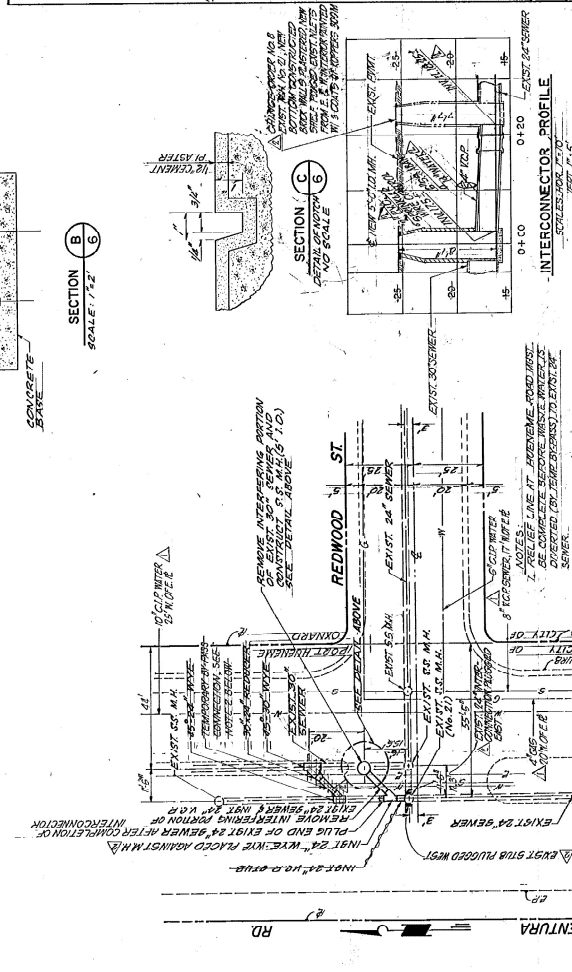
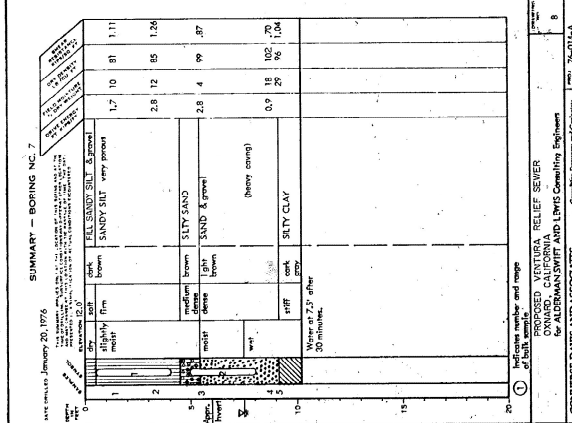
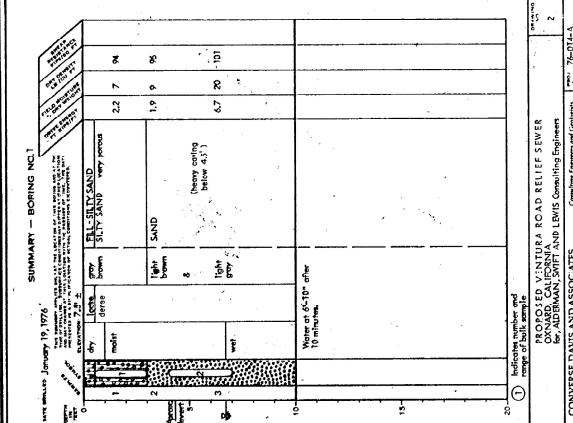
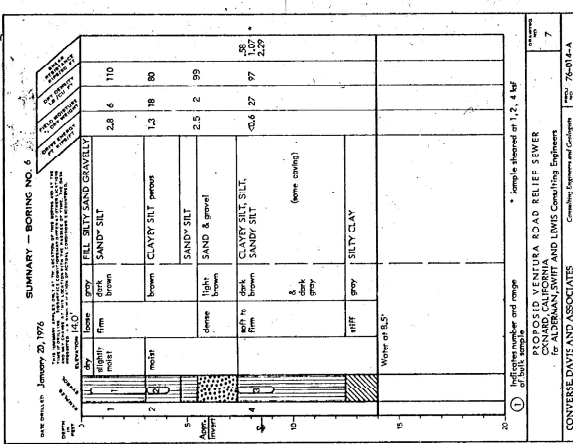
APPROVAL RECOMMENDED BY JLH:SL 4-15-79
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PREPARED BY

PREPARED BY David B. Colbaugh
R.E. NO. 8739

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DATE 1-20-72
BY R. H. Lamer R.C. 15920

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BY:


 FBI LABORATORY
 R.E. NO. 8739
 Nancy B. Fecbaugh

Page 2

15-NOV-1973

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

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Journal of Management Inquiry

1546 J. Li et al.

Journal of Health Politics, Policy and Law

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1. *Journal of the American Statistical Association*, 1997, 92, 1029-1038.

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

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Journal of Management Education 36(7) 809-824

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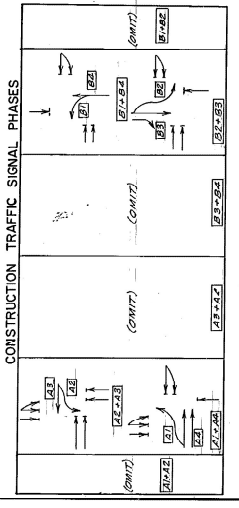
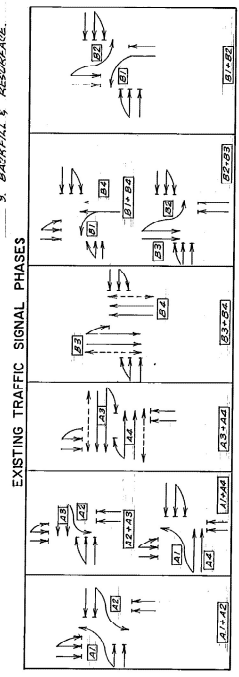
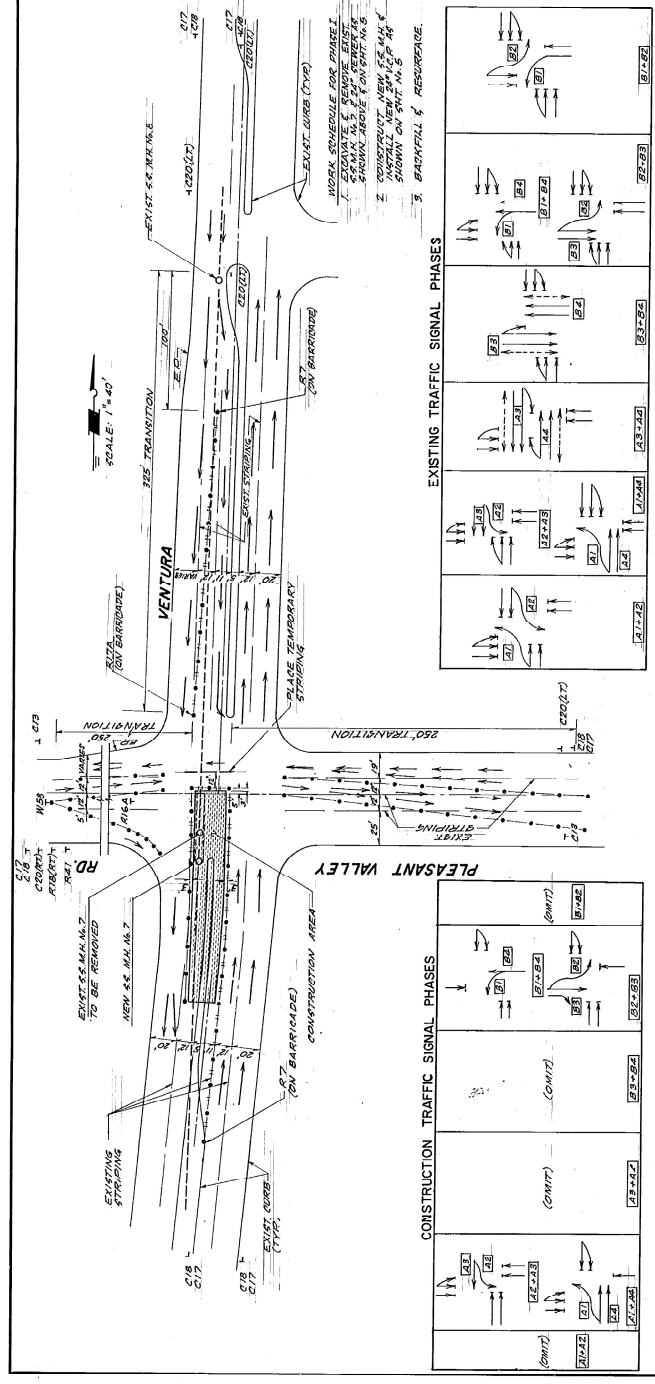
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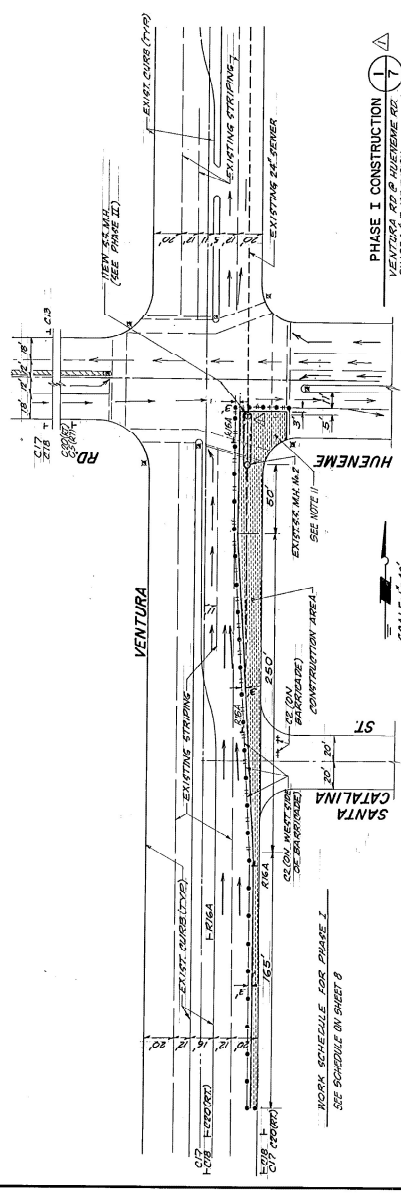
1

1

1



PHASE I CONSTRUCTION
VENTURA RD AT PLEASANT VALLEY RD
FOR PHASE I CONSTRUCTION



PHASE I CONSTRUCTION
VENTURA RD AT HUENEHME RD
FOR PHASE I CONSTRUCTION

TRAFFIC & CONSTRUCTION STAGING NOTES

- ALL CONSTRUCTION SIGNS, REFLECTORS, ETC. AND THEIR USE DURING CONSTRUCTION SHALL CONFORM TO THE MANUAL OF TRAFFIC CONTROL DEVICES FOR THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, 9TH EDITION, AND THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS, 9TH EDITION.
- IN AREAS WHERE CONSTRUCTION STAGING IS SCHEDULED, EACH PHASE MUST BE COMPLETED BEFORE BEGINNING THE NEXT PHASE.
- IN AREAS WHERE TRAFFIC FLOW ARROWS ARE NOT SHOWN ON THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PLACING "NO PARKING" SIGNS WHERE REQUIRED.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO INSURE SAFE TRAFFIC FLOW AT THE INTERSECTION OF VENTURA ROAD AND HUENEHME ROAD WHEN THE TEMPORARY STEEL TRAFFIC BRIDGE IS IN USE.
- IF SCHEDULE "A" AND SCHEDULE "B-C" ARE BEING WORKED ON AT THE SAME TIME, USE TRAFFIC DETOUR FOR SCHEDULE "B-C".

LEGEND

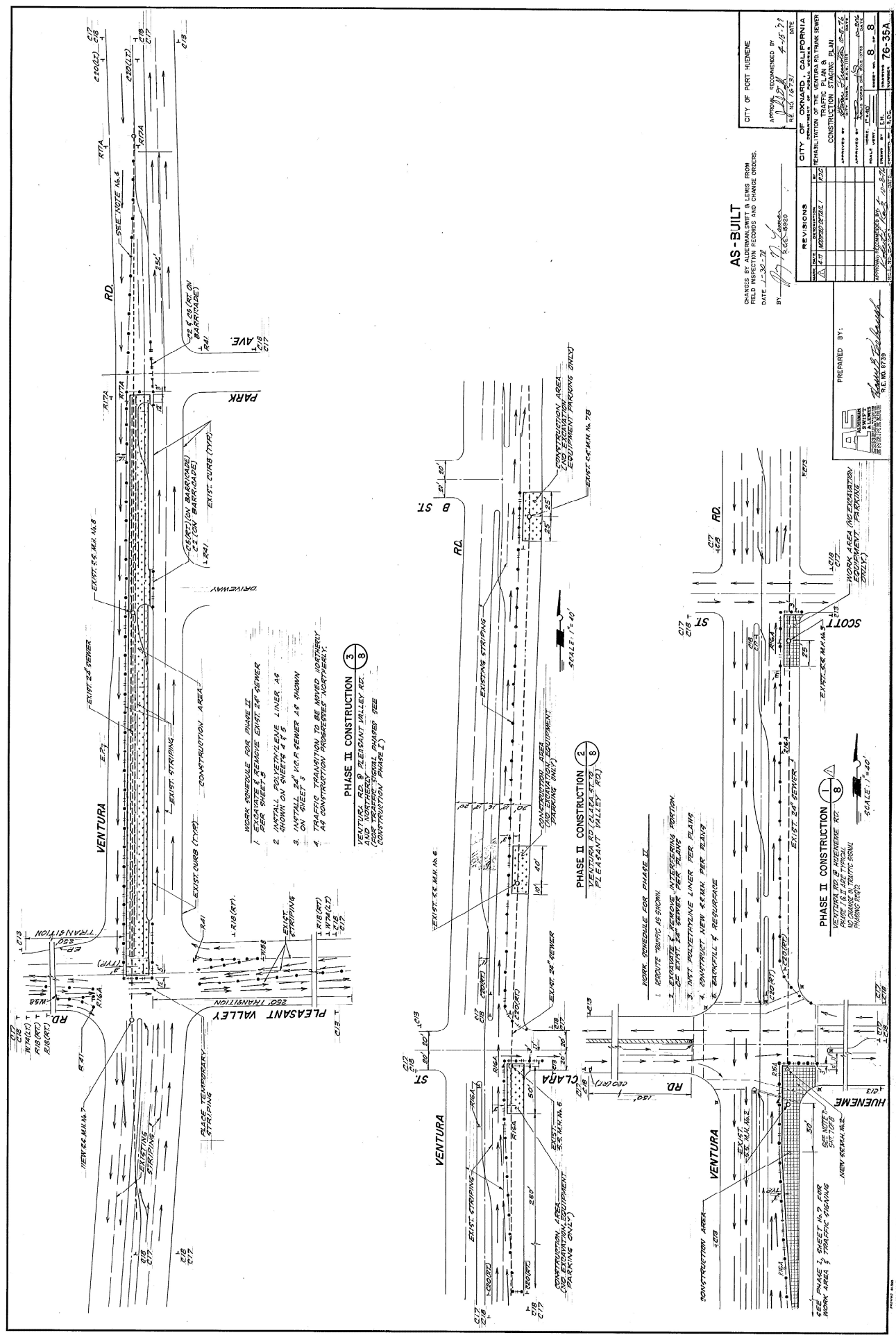
WORK AREA	TRAFFIC DELINEATOR	EXISTING STORM DRAIN	SIGN POST	TRAFFIC FLOW	ROAD CLOSED TO THROUGH TRAFFIC	END OF CONSTRUCTION	RIGHT LINE CLOSED AHEAD	STOP	KEEP RIGHT	NO RIGHT TURN	NO LEFT TURN	RIGHT LINE MUST TURN RIGHT	THRU TRAFFIC MERGE RIGHT	THRU TRAFFIC MERGE LEFT	TRAFFIC SIGNAL
[Symbol]	[Symbol]	[Symbol]	[Symbol]	[Symbol]	[Symbol]	[Symbol]	[Symbol]	[Symbol]	[Symbol]	[Symbol]	[Symbol]	[Symbol]	[Symbol]	[Symbol]	[Symbol]

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/1/78	ISSUED FOR BIDDING	[Signature]	[Signature]
2	10/1/78	ISSUED FOR BIDDING	[Signature]	[Signature]

APPROVED BY: [Signature]
CITY OF SAN MARINO, CALIFORNIA
CONSTRUCTION STAGING PLAN
SHEET NO. 7 OF 8
PROJECT NO. 76-35A

AS-BUILT
CHANGED BY: ALFONSO, SMITH & LEMUS FROM
DATE: 12-3-78
BY: [Signature]
PREPARED BY: [Signature]
APPROVAL RECOMMENDED BY: [Signature]
DATE: 12-3-78
CITY OF PORT HUENEHME
APPROVAL RECOMMENDED BY: [Signature]
DATE: 12-3-78



76-35A
SHEET 8/8
DRAWING NUMBER

76-35A
SHEET 8/8
DRAWING NUMBER

76-35A
SHEET 8/8
DRAWING NUMBER

76-35A
SHEET 8/8
DRAWING NUMBER

AS-BUILT

CHANGES BY ALTERNATIVE A LENS FROM
FIELD INSPECTION RECORDS AND CHANGE ORDERS.

DATE 11-30-21
BY [Signature]

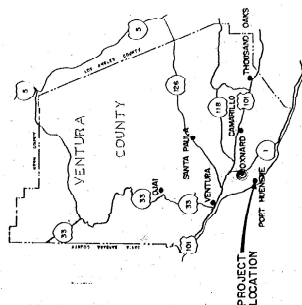
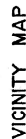
CITY OF OXNARD, CALIFORNIA
APPROVED BY [Signature]
DATE 11-30-21

REVISIONS		CITY OF OXNARD, CALIFORNIA	
1	ISSUED FOR CONSTRUCTION	1	RECEIVED INTO RECORDS
2	ISSUED FOR CONSTRUCTION	2	RECEIVED INTO RECORDS
3	ISSUED FOR CONSTRUCTION	3	RECEIVED INTO RECORDS
4	ISSUED FOR CONSTRUCTION	4	RECEIVED INTO RECORDS
5	ISSUED FOR CONSTRUCTION	5	RECEIVED INTO RECORDS
6	ISSUED FOR CONSTRUCTION	6	RECEIVED INTO RECORDS
7	ISSUED FOR CONSTRUCTION	7	RECEIVED INTO RECORDS
8	ISSUED FOR CONSTRUCTION	8	RECEIVED INTO RECORDS
9	ISSUED FOR CONSTRUCTION	9	RECEIVED INTO RECORDS
10	ISSUED FOR CONSTRUCTION	10	RECEIVED INTO RECORDS

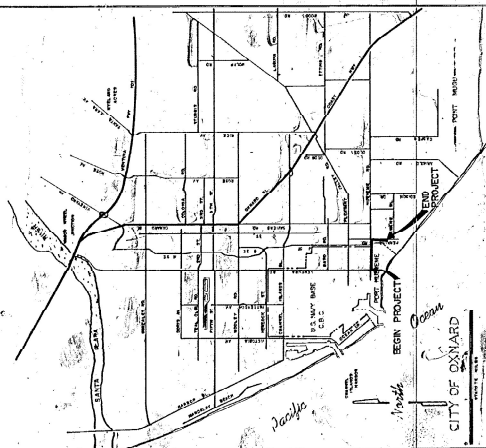
PREPARED BY:
[Signature]



76-35A
SHEET 8/8
DRAWING NUMBER



LOCATION MAP



ABBREVIATIONS

[illegible]

GENERAL NOTES

- THE LOCATION OF UNDERGROUND STRUCTURES, UTILITIES, ETC. SHOWN ON THESE PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS AND HAVE NOT BEEN VERIFIED IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND LINES, PIPES OR STRUCTURES IN AREAS WHERE ELEVATION IS REQUIRED. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF PORT HENRIEN, AND THE CITY OF OXNARD AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF OXNARD.
- ALL UNDERGROUND FACILITIES SHALL BE INSTALLED PRIOR TO THE RECONSTRUCTION OF CURBS, GUTTERS, SIDEWALKS AND PAVEMENT.
- ALL REVENUE AND CONCRETE NOW LINES SHALL BE SAWCUT.
- AS BUILT DRAWINGS SHALL BE FURNISHED TO THE CITY ENGINEER OF BOTH THE CITY OF PORT HENRIEN AND THE CITY OF OXNARD PRIOR TO THE ACCEPTANCE OF THE IMPROVEMENT.
- THE CONTRACTOR SHALL NOTIFY THE OWNERS OF THE UTILITIES AT LEAST 72 HOURS PRIOR TO ANY WORKING IN AREAS WHERE THERE IS POSSIBLE UTILITY INTERFERENCE.
- ALL RESURFACING SHALL BE 6" A.C. OR 12" OF UNTREATED ROCK BASE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND IMPROVEMENT OF ALL TRAFFIC PLANS, INCLUDING THE FURNISHING, PLACEMENT AND EVENTUAL REMOVAL OF ALL SIGNS.
- A TRAFFIC SAFETY PLAN SHALL CONFORM TO THE STANDARD SET FORTH BY CAL OSHA.
- CONCRETE FOR CURBS AND GUTTERS SHALL BE 2500 PSI TEST AND CONCRETE FOR MANHOLE AND GROUTING SHALL BE 3000 PSI TEST.
- ELEVATION AND SLOPES SHOWN IN PARENTHESES () ARE EXISTING.
- LEGEND - NOTES FOR TRAFFIC PLAN AND CONSTRUCTION STAGING ARE SHOWN ON SHEETS LOCATED ON VICTORIA ROAD TO PERMITS NO. ALLOWING 4-DEGREE ROAD TO BE AS DIRECTED BY THE CITY OF PORT-HENRIEN.

SHEET

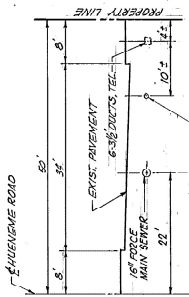
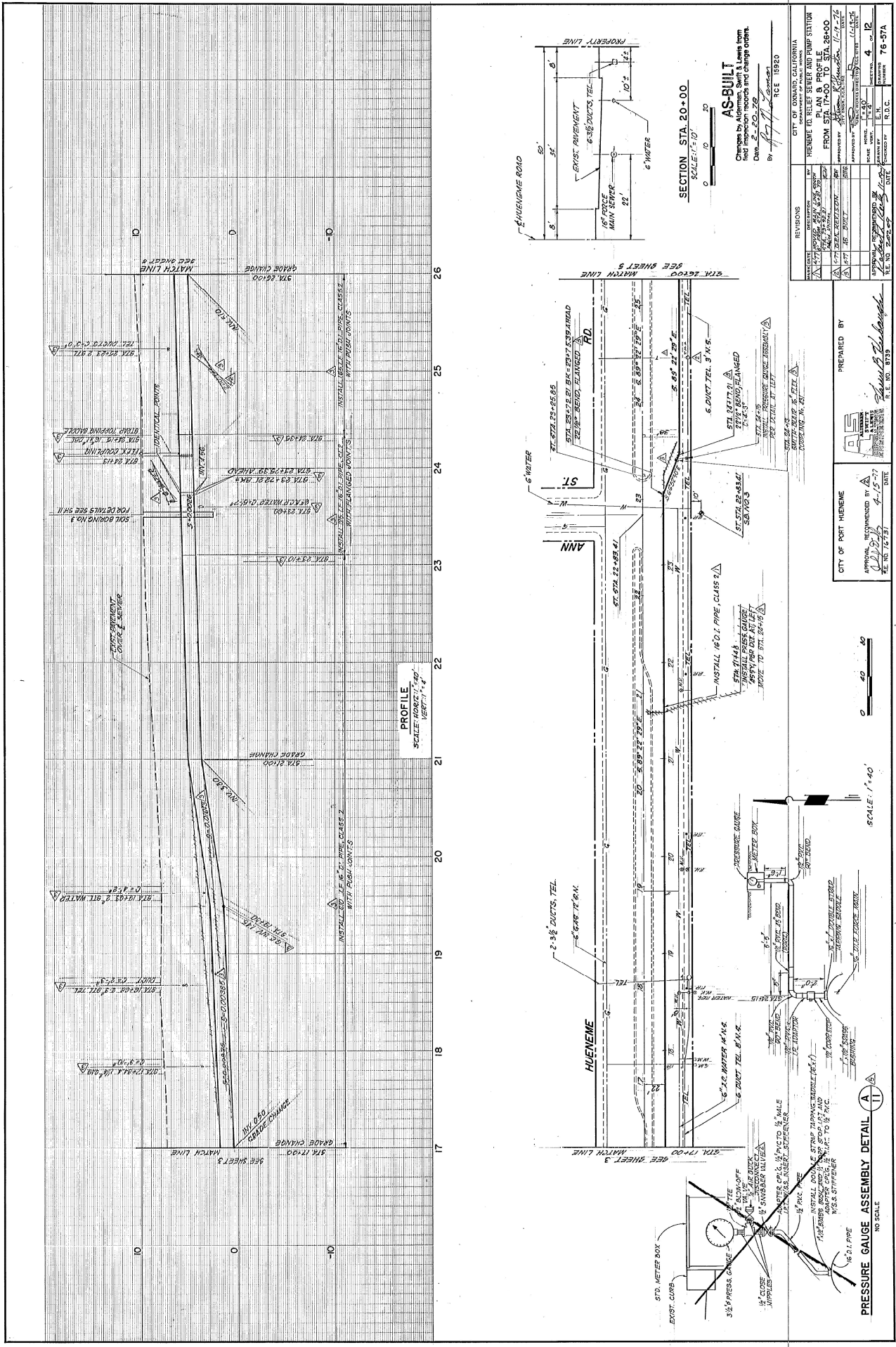
TITLE SHEET, INDEX OF DRAWINGS, LOCATION AND VICINITY MAPS,
GENERAL NOTES, BENCH MARK, ABBREVIATION AND LEGEND.

- SHEET NO. 2 PLAN 6 PROFILE STA. 0+00 TO STA. 9+00
 SHEET NO. 3 PLAN 6 PROFILE STA. 9+00 TO STA. 17+00
 SHEET NO. 4 PLAN 6 PROFILE STA. 17+00 TO STA. 26+00
 SHEET NO. 5 PLAN 6 PROFILE STA. 26+00 TO STA. 34+00
 SHEET NO. 6 PLAN 6 PROFILE STA. 34+00 TO STA. 39+00
 SHEET NO. 7 PLAN 6 PROFILE STA. 39+00 TO STA. 40+00
 SHEET NO. 8 PUMP STATION SITE PLAN & MISCELLANEOUS
 SHEET NO. 9 PUMP STATION PLANS & SECTIONS
 SHEET NO. 10 PUMP STATION ELECTRICAL PLAN
 SHEET NO. 11 SOIL BORINGS & MISCELLANEOUS METALS
 SHEET NO. 12 TRAFFIC DEVIATION PLAN & CONSTRUCTION STAGES
 SHEET NO. 13 PUMP STATION SITE PLAN & MISCELLANEOUS
 SHEET NO. 14 PUMP STATION PLANS & SECTIONS
 SHEET NO. 15 PUMP STATION PLANS & SECTIONS AS BUILT

BENCH MARK

HUE-1
TOP OF VENTURA COUNTY BRASS CAP MONUMENT IN WELL AT INTERSECTION
OF VENTURA ROAD & HUEME ROAD, 4.5' NORTH AND 21.0' WEST OF E
INTERSECTION. ELEVATION 7803 (1972-ADJUSTED)
USC & GS DATUM

[illegible][illegible]



SECTION STA 20+00
SCALE: 1\"/>

AS-BUILT

Changes by Aldermen, Staff & Lewis from
Original Plans, Notes, Specifications and Change Orders.
Date: 2-20-29
By: J. J. Lewis
TCE 19920

REVISIONS		CITY OF OAKLAND, CALIFORNIA	
NO.	DATE	BY	REVISION
1	1-17-29	J. J. Lewis	AS-BUILT
2	2-20-29	J. J. Lewis	AS-BUILT
3	2-20-29	J. J. Lewis	AS-BUILT
4	2-20-29	J. J. Lewis	AS-BUILT
5	2-20-29	J. J. Lewis	AS-BUILT
6	2-20-29	J. J. Lewis	AS-BUILT
7	2-20-29	J. J. Lewis	AS-BUILT
8	2-20-29	J. J. Lewis	AS-BUILT
9	2-20-29	J. J. Lewis	AS-BUILT
10	2-20-29	J. J. Lewis	AS-BUILT
11	2-20-29	J. J. Lewis	AS-BUILT
12	2-20-29	J. J. Lewis	AS-BUILT

APPROVAL, RECOMMENDED BY
DATE: 4-15-77
TE NO. 12-731

PREPARED BY
DATE: 4-15-77
TE NO. 12-731

SCALE: 1\"/>

SCALE: 1\"/>

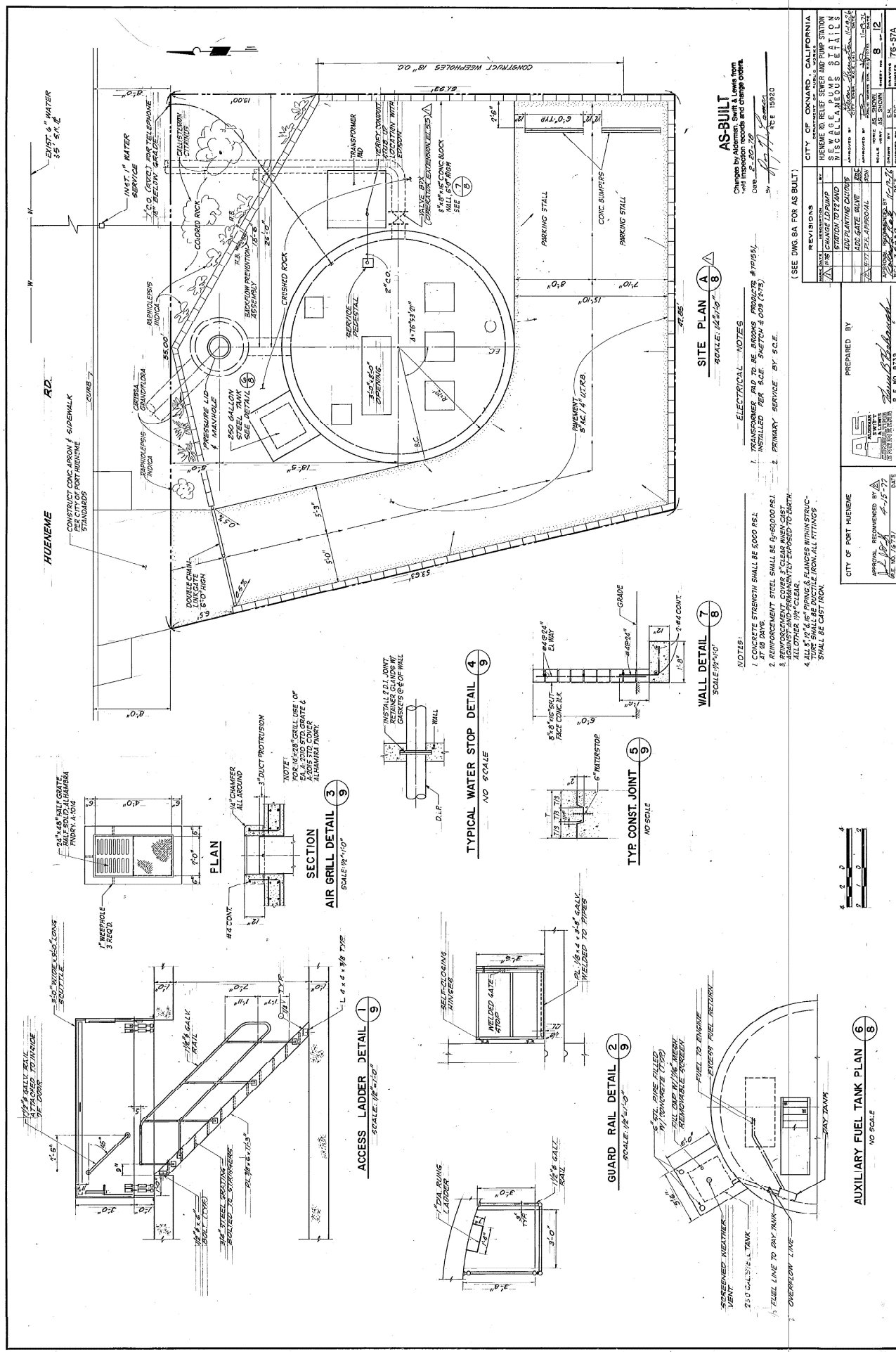
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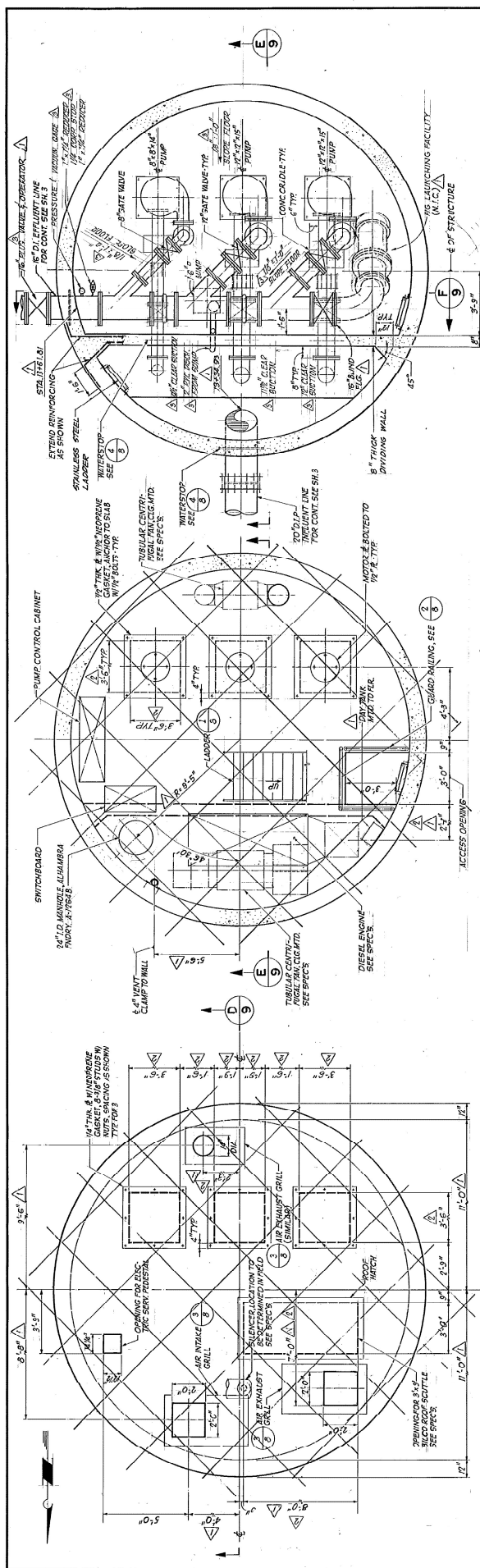
DRAWING NUMBER
76-57A
SHEET 4/12

DRAWING NUMBER
76-57A
SHEET 4/12

DRAWING NUMBER
76-57A
SHEET 4/12

DRAWING NUMBER
76-57A
SHEET 4/12

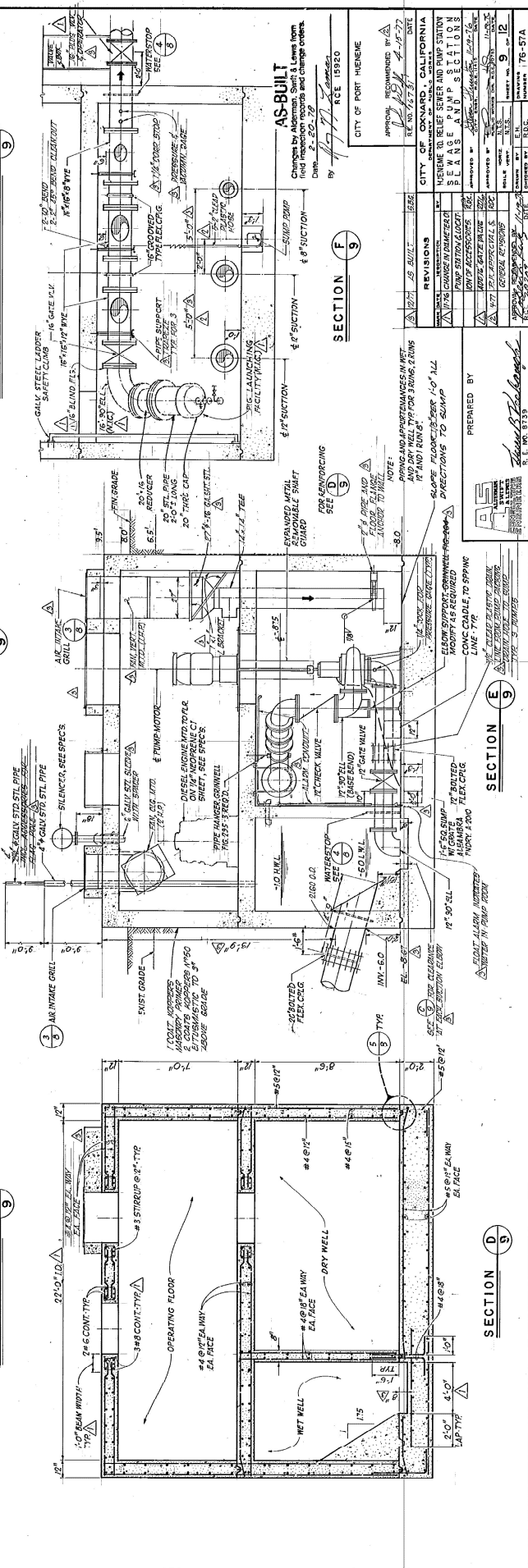




TOP DECK PLAN

OPERATING FLOOR PLAN

WET WELL AND DRY WELL PLAN



SECTION

D	S
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SECTION 9

SECTION F 9

AS-BUILT
Changes by Alderman, Swift & Lewis from
field inspection records and change orders.

Date 2-20-78
by D. W. Lamar

4/11 RCE 15920

1000

APPROVAL RECOMMENDED BY: 2
DL 4-15-77

REL. NO. 16731	DATE
CITY OF OXNARD, CALIFORNIA	
DEPARTMENT OF PUBLIC WORKS	

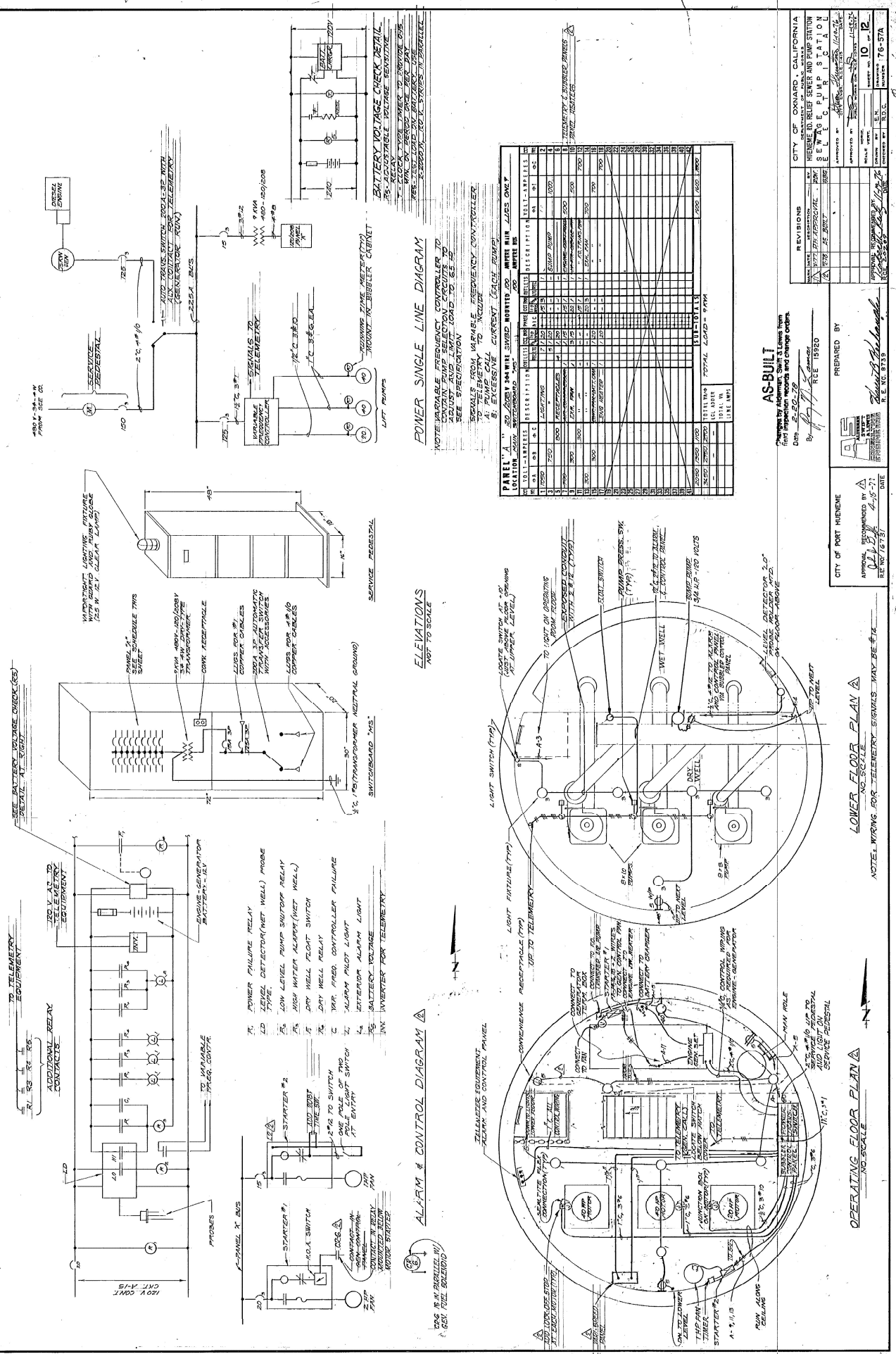
WENEME RD. RELIEF SEWER AND PUMP STATION
E'WAGE PUMP STATION

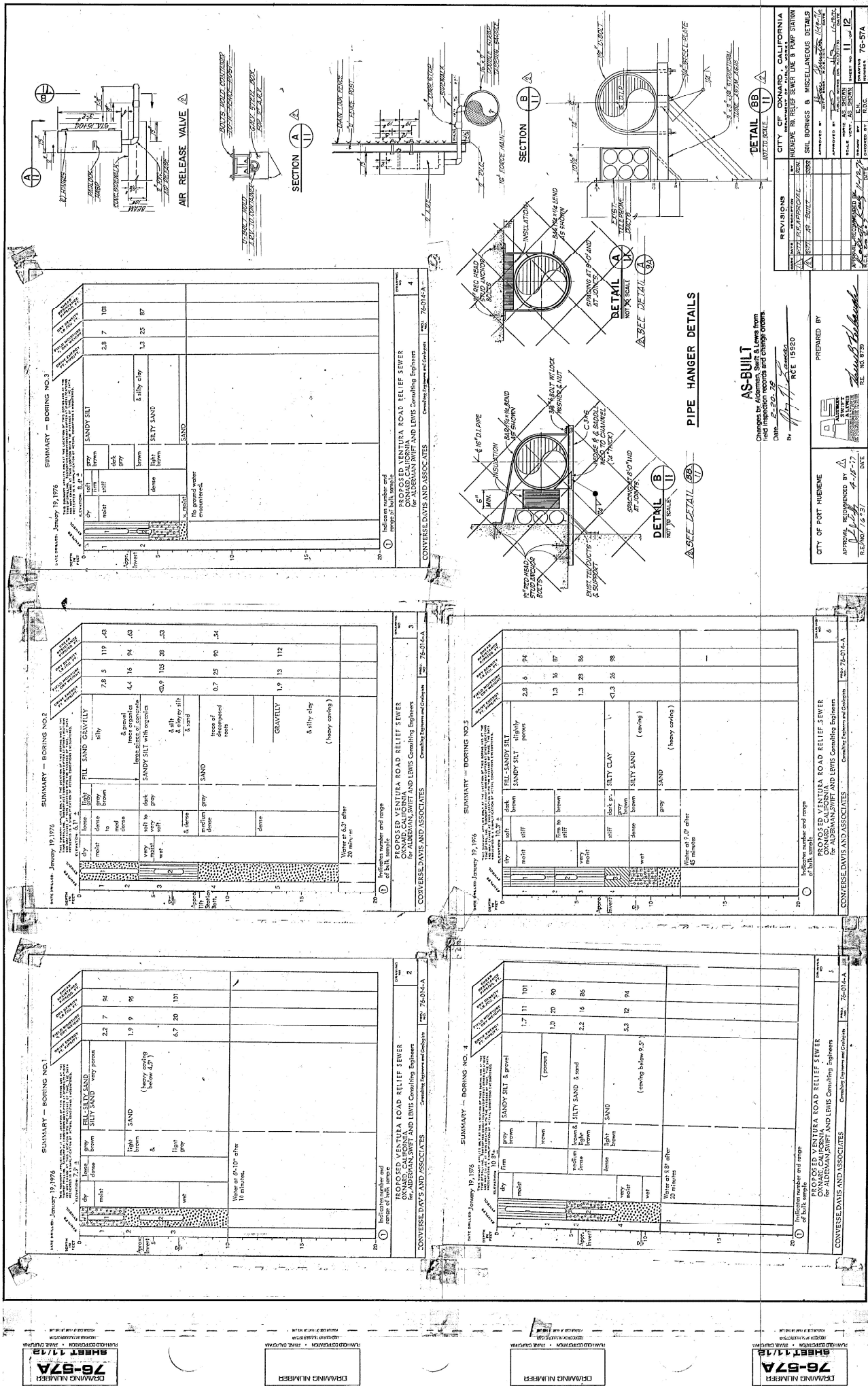
APPROVED BY Steven Harrison 11-19-76
CIVIL ENGR. P.O.E. 11215 DATE

APPROVED BY: [Signature] DATE: 11-28-78
PUBLIC WORKS DIV. M.C.D. 20785
HORIZ. 11.5 VERT. 9

DATE	VERT.	N.T.S.	SHEET NO. 3 OF 12
DESIGNED BY	DRAWN BY	E.H.	DRAWING NUMBER 76-57A
CHECKED BY		R.D.C.	

611





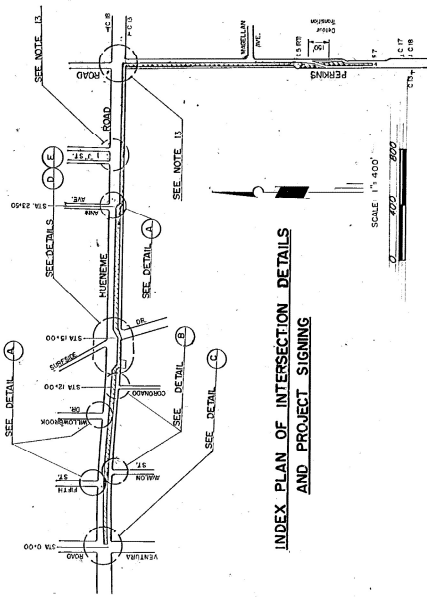
GENERAL TRAFFIC NOTES

1. ALL CONSTRUCTION SIGNS, DELINEATORS, ETC., AND THEIR USE DURING CONSTRUCTION SHALL CONFORM TO THE "MANUAL OF WRITING SIGNS, LIGHTS AND DEVICES FOR USE IN PERFORMANCE OF WORK ON HIGHWAYS" ISSUED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, 1973, AND THE "STATE OF CALIFORNIA STANDARD SPECIFICATIONS, 1973".
2. AT ALL APPROACHES TO CONSTRUCTION AREAS WHERE AN OPEN TRENCH EXISTS AND OR WHERE THE TRAFFIC DETECTOR WILL BE IN EXISTENCE DURING NIGHT HOURS, DELINEATORS AND BARRICADES MUST BE EQUIPPED WITH LIGHTING DEVICES.
3. THE LOCATION OF ALL SIGNS SHOWN ARE ONLY APPROXIMATE, AND THE EXACT LOCATION SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
4. THE CONTRACTOR SHALL CONFORM TO ALL REQUIREMENTS AND STANDARDS OF THE CITY OF OXNARD, CALIFORNIA, AND THE CITY OF OXNARD.
5. THERE SHALL BE A MINIMUM OF 5 FEET BETWEEN THE NEAREST TRAFFIC LANE AND THE EDGE OF AN OPEN TRENCH.
6. THE ORDER OF STAGING AT SURF SIDE DRIVE IS AT THE OPTION OF THE CONTRACTOR EXCEPT "STAGE A" AND "B" MUST BE COMPLETED IN SUCCESSION TO AVOID UNNECESSARY SHIFTING OF TRAFFIC LINES ALONG HUENEME ROAD.
7. IN AREAS WHERE CONSTRUCTION STAGING IS SCHEDULED, EACH PHASE MUST BE COMPLETED BEFORE BEGINNING THE NEXT PHASE.
8. IN AREAS WHERE TRAFFIC FLOW ARROWS ARE NOT SHOWN ON THE PLANS, THE TRAFFIC FLOW REMAINS UNCHANGED.
9. A MAXIMUM OF 500 FEET OF OPEN TRENCH SHALL BE PERMITTED AT ANY ONE TIME. WORK SHALL NOT BE ALLOWED IN MORE THAN ONE INTERSECTION AT ANY ONE TIME. IMMEDIATELY FOLLOWING CONSTRUCTION, TEMPORARY PAVEMENT SHALL BE PLACED AND PAVEMENT RESTORED TO NORMAL USE.
10. VEHICULAR ACCESS TO DRIVERS SHALL BE MAINTAINED EXCEPT WHEN NECESSARY CONSTRUCTION PRECLUDES SUCH ACCESS FOR REASONABLE PERIODS OF TIME.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PLACING "NO PARKING" SIGNS WHERE REQUIRED.
12. DURING CONSTRUCTION AT THE INTERSECTIONS OF HUENEME ROAD AND "J" STREET AND HUENEME ROAD AND PERKINS ROAD, ALL TURNING MOVEMENTS SHALL BE PERMITTED.
13. THE MEDIAN IN HUENEME ROAD SHALL NOT BE INCLUDED IN THE CONSTRUCTION ZONE.

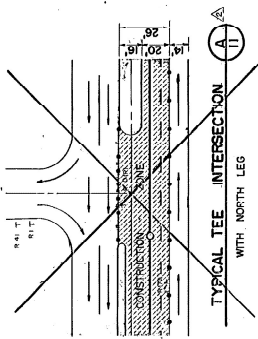
LEGEND

- CONSTRUCTION ZONE
- TRAFFIC DELINEATOR
- BARRICADE
- EXISTING STRIPING
- SEWER LINE UNDER CONSTRUCTION
- SANITARY SEWER MANHOLE
- SIGN POST
- ROAD CLOSURE
- ROAD CLOSED
- ROAD CLOSED TO THROUGH TRAFFIC
- DETOUR (RIGHT) (LEFT)
- END CONSTRUCTION
- 25 MPH SPEED LIMIT
- ROAD CONSTRUCTION AHEAD
- ROAD CONSTRUCTION AHEAD
- LEFT LANE CLOSED AHEAD
- STOP
- KEEP RIGHT
- ONE WAY
- NO RIGHT TURN
- NO LEFT TURN
- RIGHT TURN ONLY

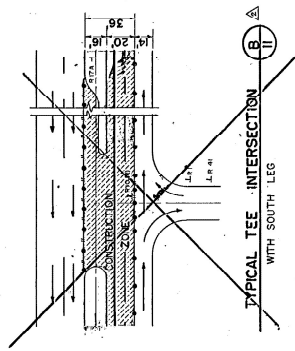
CITY OF OXNARD, CALIFORNIA	
APPROVAL RECOMMENDED BY	DATE
REVIEWED BY	DATE
TRAFFIC CONTROL PLAN	
APPROVED BY	DATE
DESIGNED BY	DATE
CHECKED BY	DATE
IN CHARGE	DATE
PROJECT NO.	75-57A



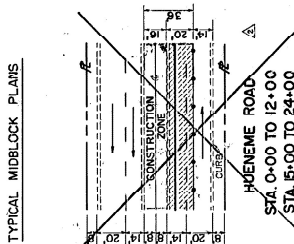
INDEX PLAN OF INTERSECTION DETAILS AND PROJECT SIGNING



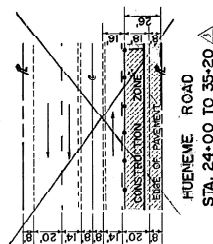
TYPICAL TEE INTERSECTION WITH NORTH LEG



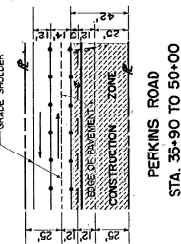
TYPICAL TEE INTERSECTION WITH SOUTH LEG



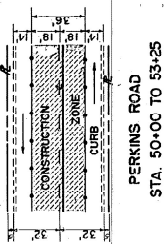
HUENEME ROAD STA. 0+00 TO 12+00 STA. 15+00 TO 24+00



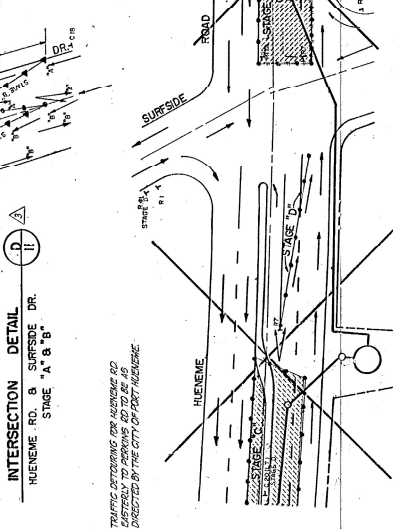
HUENEME ROAD STA. 24+00 TO 35+20



PERKINS ROAD STA. 35+90 TO 50+00



PERKINS ROAD STA. 50+00 TO 53+25



INTERSECTION DETAIL HUENEME RD. & VENTURA DR. STAGE "A" & "B"

TRAFFIC DETOURING OR HUENEME RD. ACCORDING TO THE CITY OF OXNARD, CALIFORNIA, DEPARTMENT OF TRANSPORTATION, 1973, AND THE "STATE OF CALIFORNIA STANDARD SPECIFICATIONS, 1973".

AS-BUILT
Changes by Addendum, Sheet & Lines from
Drawing 75-57A, 75-57B, and 75-57C
By: [Signature]
AGE 15520

INTERSECTION DETAIL
HUENEME RD. & VENTURA RD.
TRAFFIC SIGNALS TO BE PLACED AS
DIRECTED BY THE CITY OF OXNARD, CALIFORNIA, DEPARTMENT OF TRANSPORTATION, 1973, AND THE "STATE OF CALIFORNIA STANDARD SPECIFICATIONS, 1973".

INTERSECTION DETAIL
HUENEME RD. & SURF SIDE DR.
STAGE "C" & "D"

INTERSECTION DETAIL
HUENEME RD. & PERKINS RD.
STAGE "E"

PREPARED BY
[Signature]
SCALE: 1" = 40'

On March 13, 2024, Port Hueneme staff responded to a report of a sinkhole developing on Ventura Road, in front of City Hall. As excavation was performed, it was discovered that a section of sewer force main was observed to be cracked and a hole on the top of the pipe was present.

The line was determined to be an 18-inch Asbestos Cement Pipe that services flow from Naval Base Ventura County (NBVC), as well as the area from Pleasant Valley Road to Bryce Canyon to the north between J Street and Ventura Road.

During the course of the repair, it became apparent the overall condition of the intact original pipeline appeared to be in a similarly distressed state. Based on that assessment, Port Hueneme procured additional pipe and fittings in the event another occurrence developed, as the pipeline is vital in conveying wastewater from the above referenced areas of both Port Hueneme and NBVC, to the Regional Wastewater Treatment Plant.

After attending to the immediate task of repairing the damaged sewer force main, Port Hueneme immediately began to define a scope of work to make repairs to the entire segment of the damaged line, including a temporary bypass. During the development of the scope of work, it became apparent several other utility lines were located in and around the area of the line in need of repair that may have conflict with any work necessary to complete repair of the damaged sewer force main.

One of the lines identified in the area was determined to be an abandoned Oxnard 24-inch sewer trunk line. Port Hueneme reached out to the Oxnard Public Works team to inquire if there may be interest in transferring ownership of that line to Port Hueneme.

Port Hueneme sees benefit to both agencies if an agreement can be reached allowing Port Hueneme to assume ownership of the abandoned Oxnard Trunk Line. Port Hueneme will benefit by utilizing the line to construct a replacement for their damaged line, while having minimized construction impact to the community. Conversely, Oxnard will benefit in that it will be relieved of any future liability related to a potential failure of the identified segments of line considered in the agreement.

On May 7, 2024, Oxnard and Port Hueneme staff entered into a Right of Entry Agreement. The agreement granted Port Hueneme permission to access the Oxnard Trunk Line for purposes of inspecting the condition of the line. Port Hueneme performed the inspection and found the line to be serviceable for their needs. Concurrently, Port Hueneme drafted an agreement to transfer ownership of the line to Port Hueneme.

Sewer Main Transfer of Ownership Agreement

Public Works and Transportation Committee
July 9, 2024

City Council
July 30, 2024

Tim Beaman
Interim Assistant Public Works Director

FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommend that the City Council authorize the City Manager to execute an Agreement and any associated documents transferring the ownership of the out-of-service Sewer Main from the City of Oxnard to the City of Port Hueneme.

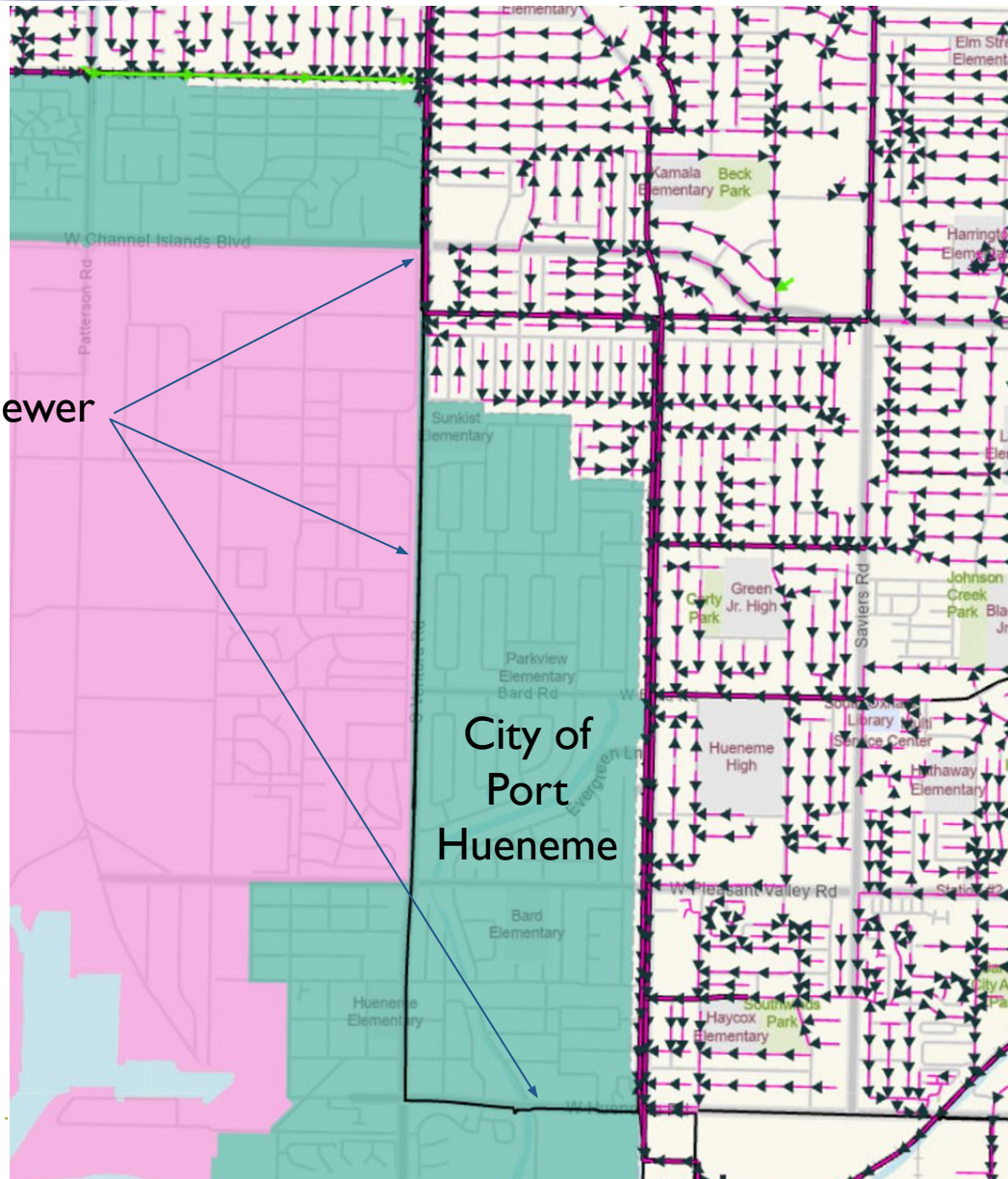
FOR CITY COUNCIL:

That the City Council authorize the City Manager to execute an Agreement and any associated documents transferring the ownership of the out-of-service Sewer Main from the City of Oxnard to the City of Port Hueneme.

- March 13, 2024 City of Port Hueneme (PH) was addressing a sinkhole on Ventura Road and determined their existing sewer forcemain needed additional attention
- April 18, 2024 PH contact the City of Oxnard regarding an out-of-service sewer line in Ventura Road
 - Construction in 1976 by the City of Oxnard
 - Sewer line within PH city limits
 - Placed out-of-service in 2003 as part of the Redwood Trunk Project
- PH entered into a right of entry agreement with Oxnard and inspected the sewer line
- PH asked for a transfer of ownership of the sewer line

- Oxnard staff reviewed record documents and met internally to determine the original intent of the out-of-service pipeline and future needs
- A portion of the pipeline was demolished as part of the Lift Station 28 Demolition Project
- No plans to recommission the remaining pipeline
- Current valuation based on asset depreciated value
 - \$20,559.54
- Staff recommends that ownership of the pipeline be transferred to the City of Port Hueneme for the remaining depreciated value

Out of Service Sewer



This action includes the transfer of a City asset with compensation in the amount of \$20,559.54 which will be deposited into the Wastewater Operating Revenue Fund (6113610-47000 Miscellaneous Revenue) once received.



QUESTIONS?



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: July 9, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Public Project Agreement 32500024 with Oilfield Electric Company for On-Call Electrical Maintenance and Minor Repair Services, Specification No. PW 24-100. (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 Oilfield Electric Company for a total amount not to exceed \$1,860,000 for a three (3) year term for On-Call Electrical Maintenance and Minor Repair Services, Specification No. PW 24-100.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/oGijh823efM>

BACKGROUND

The Public Works Department comprises multiple divisions including Fleet, Special Districts, Water, Wastewater, Recycled Water, Stormwater, Environmental Resources, Facilities, and Parks, all of which require non-scheduled or unplanned electrical minor repair and maintenance of facilities and infrastructure from time to time. 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 with a wide range of electrical expertise and equipment.

The City does not have sufficient staff with the level of expertise necessary to perform some of the more technical electrical repair services and the volume of work that may be required from time to time. As such, to respond promptly to these unplanned infrastructure failures, the Public Works Department requires an on-call contract with a qualified contractor or contractor team that has diverse technical capabilities and the ability to respond quickly to the City's electrical repair needs. The City currently has an on-call electrical contract that started on April 5, 2022.

DISCUSSION

The work under this agreement will be managed through Task Orders issued by a Project Manager prior to any work commencing during normal business hours. After-hours work will require a task order to be completed on the next business day.

Projects to be completed by Contractor are categorized as follows:

Non- Scheduled Urgent Repair Work

- Contractor must verbally respond within thirty (30) minutes of telephone notification by the City.
- Contractor must be on the site within one (1) hour of the notification and begin Work immediately.
- Urgent repairs are those where public interest and necessity demand the immediate response to avoid harm to or to safeguard life, health or property.

Scheduled Repair and Maintenance Work

- Contractor must verbally respond within 24 hours of telephone notification by the City.
- The scope of work and schedule shall be mutually agreed to between City staff and the 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.

The Work for this project includes furnishing all labor, materials, equipment and other incidentals to provide on-call electrical repairs, maintenance, and replacement services for the Public Works Department. The Work under this agreement will be at prevailing wage rates.

The notice inviting formal bids (NIFB) on the Project was published on May 02, 2024, and all bids were due and opened on May 21, 2024. The City received the following bids:

Oilfield Electric Company: \$2,275
Waisman Construction, Inc.: \$5,175

The lowest bidder is Oilfield Electric Company (Oilfield) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Oilfield. Procurement staff 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). Oilfield is the City's current on-call electrical contractor and has performed satisfactorily. Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily meeting the needs of the City. Thus, staff recommends that the City Council award the contract for this Project to Oilfield.

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 Oilfield Electric Company shall not exceed \$1,860,000 over the term of three years for on-call electrical maintenance and minor repair services. Costs for these services are included in the Fiscal Year 2024-25 Adopted Budget. Funding shall be provided by various Public Works Divisions based on a task order basis and available Council approved funding. There are no guaranteed spending amounts and Divisions shall only pay for the services that are rendered.

Prepared by: Timothy Beaman, Supervising Civil Engineer

ATTACHMENTS

1. 32500024 - Oilfield Electric Company - PW 24-100
2. Presentation

**CITY OF OXNARD CONTRACT FOR
ON-CALL ELECTRICAL MAINTENANCE
AND MINOR REPAIR SERVICES
SPECIFICATION NO. PW 24-100**

THIS CONTRACT ("Contract") is made and entered this 30th day of July, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and OILFIELD ELECTRIC COMPANY ("Contractor"). Contractor's license number is 125250.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Electrical Maintenance and Minor Repair Services, Specification No. PW 24-100 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response 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 submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed one million eight hundred sixty thousand dollars (\$1,860,000) during the Contract Term.
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the

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

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

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

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

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

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

[signatures on following page]

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

CITY OF OXNARD

OILFIELD ELECTRIC COMPANY

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Purchasing Manager

 Alan D. Fletcher, President ² _____ Date

 Jana D. Fletcher, Vice President/
 Secretary _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000. The Purchasing Agent may execute any authorized agreement up to \$200,000.

²The 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-G

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

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

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. 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-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **ASPECIFY COMPANY NAMES IN THIS SPACE**

COMPANY

LETTER **B****COVERAGES**

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

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

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 46250-4299 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 aCity@)

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE _____

☐ Included in Limits☐ In Addition to Limits

Telephone: _____

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

NAMED INSURED

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

GENERAL LIABILITY

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

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____**CLAIMS:** Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____)

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

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

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

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

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

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

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

a. Insurance Services Office Commercial General Liability Coverage, aOccurrence@ 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**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 _____

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the ACity@)		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☐ 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, Aoccurrence" form CA0001, code Aany 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 _____	

1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

**EXHIBIT A
RATES AND COSTS
ON-CALL ELECTRICAL MAINTENANCE
AND MINOR REPAIR SERVICES
SPECIFICATION NO. PW 24-100**

Bidder's Name: Oilfield Electric Company dba Oilfield Electric & Motor

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	RATES			TOTAL OF RATES
		Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm -7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **	
1	Foreman	\$ 120.00 /HR	\$ 166.00 /HR	\$ 166.00 /HR	\$ 452.00 /HR
2	Equipment Operator	\$ 80.00 /HR	\$ 85.00 /HR	\$ 85.00 /HR	\$ 250.00 /HR
3	Laborer	\$ 30.00 /HR	\$ 40.00 /HR	\$ 55.00 /HR	\$ 125.00 /HR
4	Superintendent	\$ 0.00 /HR	\$ 0.00 /HR	\$ 0.00 /HR	\$ 0.00 /HR
5	Service Truck	\$ 30.00 /HR	\$ 30.00 /HR	\$ 30.00 /HR	\$ 90.00 /HR
6	Journeyman Electrician	\$ 114.00 /HR	\$ 155.00 /HR	\$ 155.00 /HR	\$ 424.00 /HR
7	Electrician Apprentice	\$ 71.00 /HR	\$ 99.00 /HR	\$ 99.00 /HR	\$ 269.00 /HR
8	Bucket Truck/ Boom Truck/ Boom Lift	\$ 55.00 /HR	\$ 55.00 /HR	\$ 55.00 /HR	\$ 165.00 /HR

	Scheduled Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm			Total of Rates
09	Foreman	\$ 120.00 /HR			\$ 120.00 /HR
10	Equipment Operator	\$ 80.00 /HR			\$ 80.00 /HR
11	Laborer	\$ 30.00 /HR			\$ 30.00 /HR
12	Superintendent	\$ 0.00 /HR			\$ 0.00 /HR
13	Service Truck	\$ 30.00 /HR			\$ 30.00 /HR
14	Journeyman Electrician	\$ 114.00 /HR			\$ 114.00 /HR
15	Electrician Apprentice	\$ 71.00 /HR			\$ 71.00 /HR
16	Bucket Truck/ Boom Truck/ Boom Lift	\$ 55.00 /HR			\$ 55.00 /HR
TOTAL BID PRICE (TOTAL OF ALL RATES)					\$ 2,275.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 2,275.00

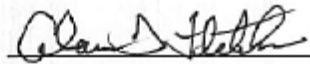
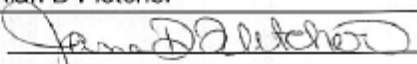
BID PRICE IN WORDS: Two thousand two hundred seventy five

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
 #01 _____
 #02 _____

Addendum: Date Received:
 #03 _____
 #04 _____

Bidder's Name (Company): Oilfield Electric Company

Signature: 
 Print: Alan D Fletcher
 Signature: 
 Print: Jana D Fletcher

Title: President
 Date: 5/13/2024
 Title: Vice-President/Secretary
 Date: 5-13-2024

**EXHIBIT B
SPECIAL PROVISIONS
ON-CALL ELECTRICAL MAINTENANCE
AND MINOR REPAIR SERVICES
SPECIFICATION NO. PW 24-100**

1000-1 SCOPE OF WORK

The Contractor or Subcontractor(s) shall furnish all necessary labor, materials, equipment, supervision and other incidental and appurtenant Work to provide on-call electrical maintenance and minor repair services for the Public Works Department. The Public Works Department includes multiple divisions including but not limited to; environmental resources, water, wastewater, recycled water, storm water, parks, facility maintenance, fleet services, special districts, transportation and engineering and other City owned buildings and facilities throughout the City.

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

1. In coordination with City staff, inspect and identify required services to professionally complete the Work.
2. Troubleshoot, minor repair, maintain facilities infrastructure; and equipment as identified by City staff. Potential Work may be associated with any aspect of the systems and facilities operated and maintained by the Public Works divisions identified above.
3. Work shall also include minor repair and maintenance of electrical components, including low to medium voltage motor control centers and switchgears, variable frequency drives, control panels, video detection equipment, lighting fixtures, underground conduits, wiring and fiber cables and other appurtenances.
4. Perform Annual Services including Flash Hazard Analysis and Training, annual breaker testing and annual transformer oil sampling and testing.
5. Contractor shall furnish all labor, materials, tools, equipment, supplies, services, tasks, incidental and customary Work necessary to competently perform on-call electrical maintenance and related minor repair work at various City Facilities to maintain facility operation, protect public health, safety, property and the environment. Markup on parts and materials may not exceed 15% of contractor's cost.

1000-2 RESPONSE TIME.

Contractor shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these requests shall be included in the Bid sheets.

Response time by the Contractor shall be as stated below:

1. **Non-Scheduled Urgent Repair Work:
(Bid items 1, 2, 3, 4, 5, 6, 7 & 8)**

Contractor must verbally respond within 30 minutes of telephone notification by the City. Contractor must be on the site within one (1) hour 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 an invoice or cost estimate within 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 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.

For maintenance and minor repair work that requires a permit, the Contractor shall file a building permit application with supporting documents to the Building and Engineering Division and obtain a permit. The City will either pay for permit fees in advance or reimburse the Contractor for permit costs. The City shall not pay mark-up costs, administrative charges, or any other charge beyond the permit costs. NOTE: Major non-routine or recurring repairs, which may or may not require preparation of designs, drawings or plans for a permit are not allowed under this Agreement. This Agreement is limited to maintenance and minor repair work of a routine and recurring nature. All other Work must be bid separately by the City.

**2. Scheduled Repair and Maintenance Work:
(Bid Items 9, 10, 11, 12, 13, 14, 15 & 16)**

Contractor must verbally respond within 24 hours of telephone notification by the City. The scope of work and schedule shall be mutually agreed to between City staff and 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.

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.

For maintenance and minor repair work that requires a permit, the Contractor shall file a building permit application with supporting documents to the Building and Engineering Division and obtain a permit. The City will either pay for permit fees in advance or reimburse the Contractor for permit costs. The City shall not pay mark-up costs, administrative charges, or any other charge beyond the permit costs. NOTE: Major non-routine or recurring repairs which may or may not require preparation of designs, drawings or plans for a permit are not allowed under this Agreement. This Agreement is limited to maintenance and minor repair work of a routine and recurring nature. All other Work must be bid separately by the City.

1000-3 PAYMENT

All Work shall be pre-approved by a Task Order issued by the Project Manager prior to starting Work. The Task Order will include all materials, labor, and taxes. A separate invoice is required for each Task Order issued pursuant to the Contract. Contractor is required to itemize the number of hours it will take for completion of a Task Order. Material and equipment rentals will be reimbursed at cost (Contractor must include receipt of purchase with the invoice submitted to the City) plus 15% for material handling and Contract will be required to itemize the supplies cost within the Task Order. When requested, Contractor shall provide copies of receipts. Freight shall be incorporated into the cost of materials and or equipment rentals.

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent en route or traveling to acquire parts or supplies unless approved by the Project Manager and included in the Task Order.

To assist with payment processing and avoid payment delays, ALL invoices submitted for payment shall include reference information noted in 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
- Scope of Work Description

Public Project Agreement 32500024 with Oilfield Electric Company for On-Call Electrical Maintenance and Minor Repair Services PW 24-100

Public Works and Transportation Committee, July 9, 2024
City Council, July 30, 2024

Tim Beaman, PE
Interim Assistant Director of Public Works

Public Works & Transportation Committee:

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Oilfield Electric Company for a total amount not to exceed \$1,860,000 for a three (3) year term for On-Call Electrical Maintenance and Minor Repair Services, Specification No. PW 24-100.

City Council

That the City Council approve and authorize the Mayor to execute an Agreement with Oilfield Electric Company for a total amount not to exceed \$1,860,000 for a three (3) year term for On-Call Electrical Maintenance and Minor Repair Services, Specification No. PW 24-100.

- The Public Works Department often requires planned or non-scheduled electrical minor repair and maintenance of facilities and infrastructure
 - Requires an on-call agreement with a qualified contractor that has the diverse technical capabilities
 - Ability to respond quickly to the City's electrical repair needs
- In order to avoid regulatory non-compliance, public health and safety hazards, property and/or environmental damage
 - A contractor must respond quickly
 - Work must be completed with urgency



Transformer repair at the Wastewater Treatment Plant

- A notice inviting formal bids for Project PW 24-100 was published on May 2, 2024
 - Bids were due on May 21, 2024
- A total of two (2) responsive bids were received by:

Oilfield Electric Company:	\$2,275
Waisman Construction, Inc.:	\$5,175
- Summation of rates for labor and equipment necessary to complete the scope of work as specified in PW 24-100
- Staff recommends authorizing the award to Oilfield Electric Company in the amount not to exceed of \$1,860,000

- Total cost for this Agreement with Oilfield Electric Company shall not exceed \$1,860,000 over the term of three years for on-call electrical maintenance and minor repair services
- Costs for these services are included in the Fiscal Year 2024-25 Adopted Budget
- Funding shall be provided by various Public Works Divisions based on a task order basis and available funding
- There are no guaranteed spending amounts and Divisions shall only pay for the services that are rendered



End of Presentation



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: July 9, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement 32500028 with Carollo Engineering, Inc. for On-Call Consulting Services for Water and Recycled Water Treatment Process Support. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute an Agreement with Carollo Engineering, Inc. for a total amount not to exceed \$200,000 for an initial one-year term from July 31, 2024, to July 30, 2025, with the option to extend for two (2) consecutive one (1) year period extensions, that shall not exceed a total of three (3) years for a final term ending July 30, 2027, for On-Call Consulting Services for Water and Recycled Water Treatment Process Support.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/ytr8zGF6dx4>

BACKGROUND

The Water Division and Advanced Water Purification Facility (AWPF) are required to complete monthly, quarterly, and annual reports for multiple regulatory agencies including the Department of Drinking Water and Regional Water Quality Control Board. Reporting guidelines, as dictated by the State or Federal government, continue to change and are very technical. As such, this requires a significant amount of up-to-date industry knowledge, standard operating procedures, and dedicated time to ensure mandatory reporting is in compliance.

DISCUSSION

The AWPF operational parameters as a recycled water plant. As a means to capture institutional knowledge the Water Division is developing standard operating procedures (SOPs) and updating operating & maintenance (O&M) manuals for the AWPF. Along with institutional knowledge the Water Division is engaging a consultant with industry knowledge to bring optimization and efficiency to plant operations and assisting with the development of mandatory reports.

On September 8, 2023, the City released Request for Proposal (RFP) No. PW 24-18 for On-Call Consulting Services for Water and Recycled Water Treatment Process Support. Proposals were due on September 25, 2023. The City received four proposals. The Water Division Manager, AWPF Operations Manager, and a senior treatment operator evaluated the four proposals and ranked Carollo Engineering, Inc (Carollo) with the highest score. Procurement staff have verified Carollo possesses the required business licenses. Based upon the available information and research performed to date, staff believes that Carollo is capable of satisfactorily performing the scope of work.

Carollo has existing Agreements with the Public Works Engineering Division that exceed the aggregate spending limit of \$200,000 identified on the City's Procurement Policy and City Council approval is required for the new Agreement.

Work under this Agreement will be issued through task orders at the direction of the Project Manager and approval of the Division Manager.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total amount of Agreement 32500028 with Carollo Engineering, Inc. shall not exceed \$200,000 over the term of three years. The estimated spending for FY 2024-25 is \$67,000 and is included in the Fiscal Year 2024-25 Adopted Budget from the Water Operating Fund (6013600-53200). Subsequent year allocations will be requested during the annual budget process.

Prepared by: Timothy Beaman, Supervising Civil Engineer, Omar Castro, Water Division Manager

ATTACHMENTS

1. Agreement 32500028
2. Presentation

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CAROLLO ENGINEERS, INC.**

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Carollo Engineers, Inc. ("CONSULTANT"), and CONSULTANT 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 CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. This agreement is for the Water and Recycled Water treatment process support, including project management, regulatory compliance and permit review assistance, and AWPf process operations optimization.

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

Carollo Engineers, Inc. ("CONSULTANT"), a corporation of the State of Delaware, with an office located at 707 Wilshire Blvd. Suite 3920, Los Angeles, California 90017

3. TERM OF AGREEMENT: From: July 31, 2024 To: July 30, 2025

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Consultant/ Professional 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 CONSULTANT in accordance with Section 11 of this Agreement. CONSULTANT 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 CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: \$200,000.

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-A
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, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:	CONSULTANT Designated Representative:
Name: Omar Castro	Name: Eric M. Mills, P.E.
Title: Water Division Manager	Title: Principal
Phone: 805-385-8139	Phone: 213-279-3305
Email: omar.castro@oxnard.org	Email: emills@carollo.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
251 South Hayes Ave.	
Oxnard, California 93030	

7. CONTRACTUAL PREREQUISITES.

7.1 This Agreement must first be executed by the CONSULTANT, 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 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

7.3 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.

7.4 All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

7.5 CONSULTANT 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. CONSULTANT'S SERVICES.

8.1 CONSULTANT 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. CONSULTANT 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.

8.3 Unless it is the explicitly stated purpose or a component of this Agreement and listed as a service provided in Exhibit A, CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY, in entering this Agreement, shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

8.4 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties other than CONSULTANT's agents and/or subcontractors, if any, and quality, type, management or direction of operating personnel. Therefore, CONSULTANT makes no warranty that CITY's actual

project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates due to the aforementioned unknown information.

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

9. COMPENSATION.

CITY shall pay CONSULTANT 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 CONSULTANT 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.

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

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

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

payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by CONSULTANT and its employees, agents and subcontracted consultants.

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

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 sections 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 City Code, 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 CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

14. INDEPENDENT CONTRACTOR

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

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

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

15. LAWFUL PERFORMANCE.

CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT, 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.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT 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 CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

17. OWNERSHIP OF CONSULTANT'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 CONSULTANT 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 CONSULTANT 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. CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT 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. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT'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 CONSULTANT 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. CONSULTANT 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 CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT 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. CONSULTANT 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 CONSULTANT by the CITY or other information to which the CONSULTANT 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 CONSULTANT in reliance on any Confidential Information disclosed under this Agreement.

17.8. Use and Reuse. Any substantive modifications of CONSULTANT's deliverables by CITY staff or any use of the completed deliverables for other CITY projects, or any use of incomplete deliverables without the written consent of CONSULTANT shall be at CITY's sole risk and without liability or legal exposure to CONSULTANT.

18. ASSIGNMENT.

This Agreement is for the professional services of CONSULTANT. Any attempt by CONSULTANT 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. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT'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 22.

20. NOTICE.

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT's obligations under this section, CONSULTANT 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 CONSULTANT's performance of this Agreement or CONSULTANT'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. CONSULTANT'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 CONSULTANT's duty to indemnify. CONSULTANT shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to CONSULTANT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct

by any of the Indemnitees shall not relieve CONSULTANT 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 CONSULTANT 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, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The provisions of this Subsection 23.3 apply only in the event that CONSULTANT is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

23.3.1 Notwithstanding the provisions of Subsections 23.1 and 23.2 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, CONSULTANT's duty to indemnify, hold harmless, and defend the Indemnitees shall be limited to the extent that any claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

23.3.2 In no event shall the costs of defense charged to CONSULTANT exceed the CONSULTANT's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection 23.3 shall be construed to require CONSULTANT to provide indemnification for claims caused by the active negligence or willful misconduct of the Indemnitees.

23.4 The review, acceptance or approval of CONSULTANT's work or work product by any of the Indemnitees shall not affect, relieve or reduce CONSULTANT's indemnification or defense obligations. CONSULTANT 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 CONSULTANT 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 CONSULTANT's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.5 CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY

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

24. INSURANCE.

CONSULTANT 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 CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT 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 CONSULTANT is a material element of this Agreement. CONSULTANT'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, CONSULTANT 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, CONSULTANT 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 CONSULTANT.

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 CONSULTANT.

27. [RESERVED]

28. CONFLICT OF INTEREST

CONSULTANT 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 CONSULTANT's services under this Agreement. CONSULTANT further covenants that in the performance of services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT 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 CONSULTANT may result in termination of this Agreement by the CITY.

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 CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT 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 CONSULTANT in preparing its billings to CITY as a condition precedent to any payment to CONSULTANT; or for other purposes relating to the Agreement. CONSULTANT will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit CONSULTANT for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, CONSULTANT shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. CONSULTANT shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. CONSULTANT shall include a copy of this Section in all contracts with its subcontractors, and CONSULTANT shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

CONSULTANT shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual

orientation, age, immigration status, citizenship or military and veteran status. CONSULTANT understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, CONSULTANT shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the CONSULTANT 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. CAPTIONS AND HEADINGS.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

44. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT 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

CAROLLO ENGINEERS, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Jennifer Yates, Purchasing Manager² _____

Matthieu Roussillon
Vice President _____ Date

Eric M. Mills
Senior Vice President ³ _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Carollo Engineers, Inc.)

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT:
Omar Castro / 805-385-8139 / omar.castro@oxnard.org

Project Management

CONSULTANT will provide all professional and support services required to manage, control, track, and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of personnel or project-specific team members.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Regulatory Compliance and Permit Review Assistance

CONSULTANT will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- Assist with Waste Discharge Requirements/ Water Reclamation Requirements (WDR/WRRs) permit, reporting, renewal, etc.
- Review and assist with preparation of Advanced Water Purification Facility (AWPF) Annual Reports.
- Sign AWPF Annual Reports which have been reviewed by Consultant.
- Meet with Regional Water Quality Control Board (RWQCB) and/or Department of Drinking Water (DDW), as necessary.
- Review and prepare correspondence with RWQCB, as necessary.
- Review and assist with preparation of monthly and quarterly reports, as necessary.
- Assist with recycled water use and users.

AWPF Process Operations and Optimization

CONSULTANT shall provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Assist with preparation and review of Standard Operating Procedures (SOPs) developed by City of Oxnard staff.

- Provide review comments for consideration and incorporation.
- Identify other SOPs that may be needed for Operation and Maintenance (O&M) of the AWPf.
- Perform plant optimization analysis.
- Review and/or develop plans for recycled water uses.
- Review and/or develop maintenance improvement project plans.
- Develop technical memorandum and reports, as required.
- Review, evaluate and optimize process controls, as required.
- Evaluate and recommend O&M cost savings initiatives.

CITY shall cooperate with CONSULTANT as may be reasonably necessary for CONSULTANT to perform the services. CITY's Project Manager agrees to provide direction to CONSULTANT as requested regarding particular project requirements. CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT's services; and obtain or authorize CONSULTANT to obtain or provide additional reports and data as required. CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing the services.

EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
 (CITY of Oxnard and Carollo Engineers, Inc.)**

SCHEDULE OF COMPENSATION

CLASSIFICATION		HOURLY RATE
ENGINEERS / SCIENTISTS		
Staff Professional		\$182
Assistant Professional		\$212
Senior Staff Engineer		\$226
Professional		\$256
Supervising Project Engineer		\$283
Project Professional		\$300
Lead Project Professional		\$322
Senior Technical Advisor / VP		\$344
SCIENTISTS		
Technicians		\$163
Project Technicians		\$204
Senior Technicians		\$222
SUPPORT STAFF		
Document Processing / Clerical		\$145
Office Aid		\$115
EXPENSES		
EXPENSE TYPE	ESTIMATING METHOD	RATE
Auto Mileage	Travel-Current IRS Rate	\$ per IRS
Auto Rental	Travel - Actual	\$ cost + 10%
Other Travel (FTR Guidelines)	Travel – Actual	\$ cost + 10%
Equipment Rental	Operating Expense – Actual	\$ cost +10%
Postage / Freight	Operating Expense – Actual	\$ cost + 10%
Reprographics	Outside Service – Actual	\$ cost + 10%
Subcontractors	Outside Service – Actual + (up to 10% mark up)	\$ cost + 10%

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Carollo Engineers, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/CONSULTANT/SELLER/BIDDER (hereafter referred to as "CONSULTANT") 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-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants 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. Consultant 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-A. 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 commencement of services. 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. Consultant agrees that all insurance coverages shall be provided by a California 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, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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 the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ 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 ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT 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				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant
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		

[illegible]

EXHIBIT D

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Carollo Engineers, 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 Consultant/Professional services contracts that may be governed by the Living Wage Policy.

A. CONSULTANT shall compensate any employee of CONSULTANT 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, CONSULTANT 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, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT 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. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023**

CONSULTANT shall compensate any employee of CONSULTANT 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, CONSULTANT 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, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT 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. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Carollo Engineers, Inc.)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT 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. CONSULTANT shall perform the Project as a public work. CONSULTANT 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. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.
3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. CONSULTANT 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. CONSULTANT 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 CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT 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. CONSULTANT 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, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT 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, CONSULTANT must immediately notify CITY.

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

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by CONSULTANT 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 CONSULTANT'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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, CONSULTANT 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 CONSULTANT, 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 CONSULTANT under this Section shall survive Agreement termination.

Agreement 32500028 with Carollo Engineering, Inc. for On-Call Consulting Services for Water and Recycled Water Treatment Process Support

Public Works & Transportation Committee
July 9, 2024

Tim Beaman, P.E.
Interim Assistant Public Works Director

That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute an Agreement with Carollo Engineering, Inc. for a total amount not to exceed \$200,000 for an initial one-year term from July 31, 2024, to July 30, 2025, with the option to extend for two (2) consecutive one (1) year period extensions, that shall not exceed a total of three (3) years for a final term ending July 30, 2027, for On-Call Consulting Services for Water and Recycled Water Treatment Process Support.

- The Water Division requires Water and Recycled Water Treatment Process Support
- Regulatory Compliance and Permit Reporting Assistance
 - Assist with Waste Discharge Requirements/ Water Reclamation Requirements (WDR/WRRs) permit, reporting and renewal
 - AWPF monthly, quarterly, and annual reports
- AWPF Process Operations and Optimization
 - Develop standard operating procedures
 - Assist with plant efficiency and optimization

- The Purchasing Department released Request for Proposal (RFP) PW 24-18 for On-Call Consulting Services for Water and Recycled Water Treatment Process Support on September 8, 2023
 - Due date - September 25, 2023
 - 4 proposals received from the following contractors:

Carollo Engineering, Inc	MV Engineering, LLC	Geosyntec Consultants	Project Partners
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- Proposals were reviewed by:
 - Water Division Manager
 - AWPf Operations Manager
 - Senior Treatment Operator

- Total value for this agreement with Carollo is \$200,000 over three years
- The estimated spending for FY 2024-25 is \$67,000 and is included in the Fiscal Year 2024-25 Adopted Budget from the Water Operating Fund
- Funding for subsequent fiscal years will be requested during the annual budget process



End of Presentation



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.4

DATE: July 9, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Second Amendment to Agreement 9648-22-CM with Pacific Coast Elevator Corporation, dba Amtech Elevator Services, for Elevator Inspections, Maintenance, and Repairs. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to the Agreement with Pacific Coast Elevator Corporation, dba Amtech Elevator Services, to increase the current not to exceed amount from \$200,000 to \$500,000 and extend the term to August 31, 2025, for elevator inspections, maintenance, and repairs.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/DKFE4Rqq1NM>

BACKGROUND

The City's Facilities Division oversees 23 elevators, located in 14 buildings, that require inspections, service, and repairs. In response to regulatory compliance, public health and safety hazards, and property or environmental damage, the work must be completed with urgency by a technician who specializes in elevator operations. The City's Public Works Department does not employ a staff member with the expertise to perform this required work. Therefore, the Public Works Department relies on contract elevator technicians to respond quickly to the City's scheduled and unscheduled elevator inspections, maintenance, and repairs.

Pacific Coast Elevator Corporation, dba Amtech Elevator Services (Amtech), has been providing these services for the City's elevators since September 1, 2022. This Agreement includes furnishing all labor, materials, equipment, and other incidentals to provide scheduled and unscheduled work for the Public Works Department.

DISCUSSION

On July 18, 2022, the City Manager approved Agreement 9648-22-CM in the amount of \$200,000 that was entered into on September 1, 2022, between the City and Amtech for elevator inspections, maintenance, and repairs at various city-owned facilities. The initial one-year term ended on August 31, 2023, and the Agreement provides the option for two additional one-year terms.

In September of 2023, the City's Purchasing Agent approved the First Amendment and Restated Trade Services Agreement between the City and Amtech. The Restated Trade Services Agreement updated the terms and conditions of the Agreement to coincide with the revised City trade services agreement template and also updated the term extension date to August 31, 2024. The First Amendment did not change the total Agreement

value of \$200,000.

This proposed Second Amendment will increase the Agreement amount by \$300,000, for a total not to exceed amount of \$500,000, and extend the Agreement with a third-year term ending August 31, 2025. Additionally, three elevators located at the Advanced Water Purification Facility (AWPF) and Wastewater Plant were not included in the original Agreement and have been added to the Scope of Services Exhibit for the Second Amendment.

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 the Second Amendment with Amtech shall not exceed \$300,000 with a new total Agreement amount not to exceed \$500,000 through August 31, 2025, for elevator inspections and on-call maintenance repairs. The funds for these services are included in the City Council-Adopted Budget for Fiscal Year 2024-25 among the department funding sources. Any amounts necessary for Fiscal Year 2025-26 will be included in the recommended budget. These funds are charged to the respective departments and divisions based on City Council-approved funding within their budgets. The funds will only be paid for the actual services rendered as part of this Agreement.

Estimated Spending Plan				
Division	Account	FY 24-25	FY 25-26	TOTAL
Facilities	7353740-53200	\$239,200	\$20,800	\$260,000
Wastewater	6113615-53200	\$18,400	\$1,600	\$20,000
AWPF	6013605-53200	\$18,400	\$1,600	\$20,000
TOTAL		\$276,000	\$24,000	\$300,000

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. 9648-22-CM Second Amendment
2. 9648-22-CM First Amended & Restated
3. Agreement 9648-22-CM
4. Presentation

SECOND AMENDMENT TO TRADE SERVICE AGREEMENT

This Second Amendment (“Second Amendment”) to the Trade Service Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2024, by and between the City of Oxnard, a municipal corporation (“City”), and Pacific Elevator Corporation dba Amtech Elevator Services (“Service Provider”). This Second Amendment amends the Agreement entered into on September 1, 2022, by City and Service Provider. The Agreement previously has been amended on September 1, 2023, by a First Amendment.

City and Service Provider agree as follows:

1. Pursuant to Section 3.3, the City is exercising its third one-year option term. The Agreement will be extended for one additional year beginning on September 1, 2024, through August 31, 2025. The City has no option terms remaining pursuant to Section 3.3.
2. All reference to Section 4 of the Agreement is hereby amended to “\$500,000.”
3. All reference to the Schedule of Compensation Exhibit B everywhere it is listed in the Agreement is hereby amended to the Schedule of Compensation Exhibit B-1 Effective September 1, 2024. The Schedule of Compensation Exhibit B is hereby disincorporated; instead, the Schedule of Compensation Exhibit B-1 Effective September 1, 2024, is attached hereto and incorporated herein by this reference.
4. All reference to the Scope of Services Exhibit A everywhere it is listed in the Agreement is hereby amended to the Scope of Services Exhibit A-1 Effective September 1, 2024. The Scope of Services Exhibit A is hereby disincorporated; instead, the Scope of Services Exhibit A-1 Effective September 1, 2024, is attached hereto and incorporated herein by this reference
5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

**PACIFIC COAST ELEVATOR
DBA AMTECH ELEVATOR SERVICES**

☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent²

Joe Armas, President Date

Jim Strachan, Vice President³ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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-1

SCOPE OF SERVICES

The Contractor shall provide the necessary labor, materials, tools, and equipment to provide inspections, maintenance, and repairs for the elevators and locations listed below. The City reserves the right to add or remove locations and services during the term of the Agreement

LOCATION OF WORK

Location	Service Stops	Type
305 W. Third Street	three-stop passenger elevator	hydraulic
	three-stop passenger elevator	cable
300 W. Third Street	four-stop passenger elevators	cable
	four-stop passenger elevators	cable
360 W. Second Street	two-stop passenger elevator	hydraulic
251 South C Street	two-stop passenger elevator	hydraulic
	two-stop passenger elevator	dumbwaiter
424 South C Street	Porch elevator	Handicap lift
251 South A Street	two-stop passenger elevators	hydraulic
	two-stop passenger elevators	hydraulic
	two-stop passenger elevators	hydraulic
325 South B Street	four-stop passenger elevators	hydraulic
	four-stop passenger elevators	hydraulic
4300 Saviers Road	two-stop passenger elevator	Hydraulic
251 South Hayes Avenue	two-stop passenger elevators	hydraulic
	two-stop passenger elevators	hydraulic
111 South Del Norte Boulevard	two-stop passenger elevator	hydraulic

201 East Fourth Street	two-stop passenger elevator	hydraulic
2900 Saviers Road	three-stop passenger elevator	cable
	three-stop passenger elevator	cable
5700 Perkins Road*	two-stop passenger elevator	hydraulic
	two-stop lift	dumbwaiter
5751 Perkins Road*	two-stop passenger elevator	cable

*Any pre-maintenance repairs discovered within the first 90 days of execution of the Second Amendment to the Contract, then Contractor shall submit a separate repair proposal for 5700 Perkins Road and/or 5751 Perkins Road.

GENERAL SCOPE OF WORK.

- 1) **Supervisory Personnel.** Upon award of Contract, Contractor shall provide the City with a written list of their supervisory personnel who shall be responsible for management of this Contract. Supervisory personnel shall visit each elevator semi-annually to observe the quality of maintenance and ensure the specifics and intended standards of this specification are met. After each visit Contractor shall submit a report to the City of their observations including corrective actions if warranted.
- 2) **Security Clearance.** Contractor shall be required to successfully complete a City standard security clearance conducted by the Oxnard Police Department within thirty (30) Working Days of award of this contract. This security clearance may include, but not be limited to, live scan and FBI background checks. This security clearance is required when working in the Public Safety Building and other areas of a sensitive nature designated by the City. Contractor must have a qualified employee's security cleared and have on call at least one security-cleared employee for after-hours Work. Any employee denied security clearance shall be restricted from entering the designated worksites, and Contractor shall provide an employee who has successfully obtained security clearance. Any cost for obtaining security clearance will be the responsibility of the Contractor. It is the Contractor's responsibility to be familiar with access to job sites. The Contractor shall be responsible for the delivery of all Contractor provided materials and equipment.
- 3) **Housekeeping:** Within the first three (3) months, the Contractor shall thoroughly clean all elevator hoistways, pits, car tops and machine rooms. In addition, during the same period of time all car and hoistway door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted. All debris resulting from such work shall be promptly removed and properly disposed of.
- 4) **Wiring and Construction Prints:** All wiring and construction prints or diagrams of elevator systems covered under this contract are the property of the City and upon termination of this contract shall be delivered to the City. All changes in circuitry made by the Contractor shall be properly recorded on the diagrams, including date of change and name of person making the change.

5) **Schedules and Records:** Contractor shall provide the following Preventive Maintenance services and required adjustments to ensure the safe operation of elevators.

- a) All inspections, lubrications, adjustments, tests, cleaning and other preventative maintenance activities shall comply with Title 8: California Code of Regulations "Elevator Safety Orders."
- b) Service schedule shall be displayed in each elevator equipment room and shall be initialed by the elevator mechanic when each scheduled activity is performed.
- c) Contractor shall notify City least 48 hours in advance of performing scheduled maintenance on any elevator.
- d) Contractor shall coordinate with the State of California Elevator, Ride, and Tramway Unit inspectors for all required State inspections. Contractor shall expedite all testing and repairs as noted by State Inspectors on Preliminary Orders in a timely manner and make notification in writing to the Elevator, Ride and Tramway Division and City Facilities Maintenance Supervisor for each of the listed items that have been corrected.

Contractor shall maintain an accurate and complete record of all work performed at each location. These records shall include all maintenance actions. Records shall describe the preventive maintenance action or discrepancy, action taken, and items replaced, if any. A copy of the record shall be kept in the machine equipment rooms and copy sent with invoicing. Invoices shall not be submitted prior to work being performed.

PREVENTATIVE MAINTENANCE SERVICES

1. Monthly Service:

- a. Shall be completed by the 30th day of each month.
- b. Ride each car. Check operation of car and hoistway doors, acceleration, deceleration, floor stops, leveling and brake action. Make required corrections.
- c. Inspect controllers, selectors and governors.
- d. Clean and adjust all controller contacts and renew worn contacts and/or shunts where required. Check sequence operation.
- e. Inspect and wipe clean all motor, generator and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes, as required.
- f. Clean direction and accelerating switches.
- g. Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, as required.
- h. Clean machine room.
- i. Check floors for missing indicator plates, arrows, buttons or other equipment and replace where required.

- j. Replace or repair all non-functional lamps. Including but not limited to call buttons, car lighting, and other elevator specific lighting.
- k. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair, as required.
- l. Test emergency telephones and report problems to City Facilities Manager

2. Quarterly Services: Quarterly Services shall include Monthly Services and the following;

- a. Shall be completed by the 30th day of March, June, September and December.
- b. Clean hoistway pits and inspect equipment. (After cleaning, provide photos of hoist way condition to City Facilities Maintenance Supervisor)
- c. Inspect working parts or all governors for free operation, clean and lubricate as required. Check contacts, shaft, brushings, and rubbing surfaces for cleanliness and wear.
- d. Inspect all door operating equipment, including but not limited to motor brushes, commutator, belts or chains, contacts, and clocks, clean, lubricate, adjust or replace, as required.
- e. Examine all wire ropes and fastenings, check and adjust rope tension. f. Examine traveling cables for wear and position.
- g. Examine counterweight. Tighten all loose belts. If welds are cracked or broken, bring to attention of the City Facilities Maintenance Supervisor.
- h. Clean and lubricate automatic slow down and stopping switches on top of cars and in hoistway.
- i. Clean car position indicators; adjust if required.
- j. Inspect and clean car guides. Replace worn and cracked parts.
- k. Check and clean car fan motors for proper operation, repair/ replace as required. l. Blow out, vacuum and clean controllers, motors and/or motor generator sets.

3. Semi-annual Services: Semi-annual Services shall include Quarterly Services, Monthly Services and the following;

- a. Shall be completed by the 30th day of June and December.
- b. Check bearings for proper operations and wear, and replace as required. c. Examine and lubricate machine gear teeth for cutting or noise.
- d. While riding on top of cars, physically check condition and operation of door locking equipment.
- e. Perform electrical test of door interlock circuits.

f. Examine door locks and door closer equipment. Clean door channels. g. Examine car and counterweight guide shoe and fastening.

h. Renew gibbs or rollers as required. Lubricate sliding guide shoes. i. Remove car station cover, blow out; clean switches and buttons.

4. **Annual Services:** Annual Services shall include Semi-annual Services, Quarterly Services, Monthly Services and the following;

a. Shall be completed by the 30th day of June.

b. Examine commutator, brushes and brush holders of all small control motors and regulators. Clean, re-adjust, repair or replace, as required.

c. Thoroughly examine and clean starter and control panels. Check each contactor and relay by hand for wear, cleanliness, and proper adjustment. Clean, re-adjust, repair or replace, as required.

d. Check, clean and adjust operation of slow down and limit switches.

e. Examine all moving parts of governor and safety for free operation. Clean and adjust.

f. Examine, clean and add oil to buffers, if required. Perform "hand test" of plunger return.

g. Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil, and properly dispose of used gear oil in an offsite location.

h. Overhaul machine brake, including disassembly, cleaning, replacement of worn component, reassembly and re-adjustment.

i. Provide full-load governor and safety test per Title 8: California Code of Regulations "Elevator Safety Orders."

j. Clean and lubricate hoistway door hangers, track and door arms.

k. Examine car and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, as required.

l. Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check brackets and bolts for tightness.

m. Perform annual preventative maintenance on all contactors, relays and switches. Make timing adjustments as required. Lubricate and adjust mechanical parts, including door operators, door tracks, hoist motors, cables, indicating lamps, call buttons as required.

n. Perform a complete systems check of all logic features and/ or programs.

o. Perform test of Fire Department Service in accordance with ANSI A 17.1 (latest edition) safety code for elevators and escalators at a time as directed by the City

as to coincide with each building's annual fire safety testing and tenant evacuation practice.

p. Perform test of Fire Detection System at a time as directed by the City as to coincide with each building's annual fire safety testing and tenant evacuation practice.

q. Perform test of automatic dialing communication.

r. Hydraulic elevators shall be inspected and tested as per ANSI A 17.2.

5. **5 year load testing-** In compliance with California's Department of Industrial Relations, Division of Occupational Safety and Health, Elevator, Ride and Tramway unit, conduct and confirm proper hydraulic and cable elevator performance and ensure public safety.

ON-CALL REPAIR SERVICES

1. **Non Scheduled Urgent Repair Work.** Contractor shall have live dispatch or direct call on-call technician 24 hours per day, 365 days per year. In the event an elevator is shut down with trapped passengers, Contractor shall guarantee a maximum one (1) hour response time during regular working hours (7:30 am – 3:30 pm) and a one and one half (1-1/2) hours response time during non-regular working hours (3:30 pm 7:29 am and weekends and 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.
2. **Non-Urgent Repair Work.** For non-urgent service calls during regular working hours (7:30 am – 3:30 pm) contractor shall respond within two (2) hours. 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 7:30 am and 3:30 pm unless otherwise agreed to by the City.

EVALUATION STANDARDS: The following standards shall be met to assure that the elevators are maintained at a performance level in line with the original design:

1. **Door Performance:** When evaluating the door performance, complete door opening and closing times will be used. Doors shall open and close smoothly without slamming. Door-closing pressures shall conform to current codes. Door reopen devices shall be maintained to operate as originally installed.
2. **Landing Performance:** Landing accuracy shall be plus or minus 1/2", regardless of number of passengers, up to rated capacity.
3. **Rated Speed Performance:** Rated speed shall be maintained within plus or minus 5% of original design speeds.

SAFETY PRECAUTIONS: Within the scope of this Work, strict attention shall be given to all matters pertaining to public safety and safety of the Contractor's workers. Contractor shall adhere to all health and building safety requirements including but not limited to:

1. Proper securing of all fixtures, equipment, and materials.
2. Adherence to Lock out Tag out Program.
3. Methods of performing work.
4. Erection and maintenance of suitable barriers, protective devices, lights, and warning signs.
5. Adequate provisions for storage and protection of all work, materials, and equipment, and proper off-site disposal of used materials and equipment.
6. If for any reason, such as space limitations, restrictive work schedules, etc., the required safety provisions for this work cannot be met, the situation shall be logged and reported to the City for explicit instructions in writing as to how to proceed.

SCHEDULE OF COMPENSATION EXHIBIT B-1
EFFECTIVE SEPTEMBER 1, 2024

Location	Service Stops	Type	Monthly	Quarterly	Semi-Annual	Annual	5yr Load Test
305 West Third St	3-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
	3-stop passenger elevator	Cable	\$ 318.27	\$ 769.15	\$ 1,273.08	\$ 2,291.54	\$ 1,909.62
300 West Third St	4-stop passenger elevator	Cable	\$ 318.27	\$ 769.15	\$ 1,273.08	\$ 2,291.54	\$ 1,909.62
	4-stop passenger elevator	Cable	\$ 318.27	\$ 769.15	\$ 1,273.08	\$ 2,291.54	\$ 1,909.62
360 West Second St	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
251 South C St	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
	2-stop lift	Dumbwaiter	\$ 84.87	\$ 212.18	\$ 381.92	\$ 636.54	\$ 1,007.85
424 South C St	Porch Elevator	Handicap Lift	\$ 84.87	\$ 212.18	\$ 381.92	\$ 636.54	\$ 1,007.85
251 South A St	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
326 South B St	4-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
	4-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
4300 Saviers Rd	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99

SCHEDULE OF COMPENSATION EXHIBIT B-1
EFFECTIVE SEPTEMBER 1, 2024

Location	Service Stops	Type	Monthly	Quarterly	Semi-Annual	Annual	5yr Load Test
251 S Hayes Ave	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
111 South Del Norte Blvd	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
201 East Fourth St	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
2900 Saviers Rd.	3-stop passenger elevator	Cable	\$ 318.27	\$ 769.15	\$ 1,273.08	\$ 2,291.54	\$ 1,909.62
	3-stop passenger elevator	Cable	\$ 318.27	\$ 769.15	\$ 1,273.08	\$ 2,291.54	\$ 1,909.62
5700 Perkins Rd.	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,116.99
	2-stop lift	Dumbwaiter	\$ 84.87	\$ 212.18	\$ 381.92	\$ 636.54	\$ 1,007.85
5751 Perkins Rd.	2-stop passenger elevator	Cable	\$ 318.27	\$ 769.15	\$ 1,273.08	\$ 2,291.54	\$ 1,909.62
Maintenance Services			Rate				
Hourly Rate for Maintenance services for units not currently listed			\$ 201.57 / hour				
Repair Services*			Rate				
Non-Urgent Repairs (Monday-Friday 8 am-5 pm 2hr response time)			\$ 201.57 / hour				
Urgent Repair Work (1 Hour response time) Material Mark-up (not to exceed)			\$ 403.14 / hour 15%				

**FIRST AMENDED AND RESTATED TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND PACIFIC ELEVATOR CORPORATION
DBA AMTECH ELEVATOR SERVICES**

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Pacific Coast Elevator Corporation dba Amtech Elevator Services ("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."

RECITALS:

WHEREAS, CITY and SERVICE PROVIDER entered this Agreement on September 1, 2022, set to end on August 31, 2023, using a different trade service agreement template; and

WHEREAS, CITY and SERVICE PROVIDER wish to extend this Agreement an additional year, but on CITY'S new trade service agreement template; and

WHEREAS, CITY and SERVICE PROVIDER now agree to extend this Agreement one additional year by this First Amended and Restated Trade Services Agreement.

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for maintenance and repair services for Citywide elevators.

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

Pacific Coast Elevator Corporation dba Amtech Elevator Services ("SERVICE PROVIDER"), a corporation of the State of California, located at 3041 Roswell Street, Los Angeles, California 90065

3. TERM OF AGREEMENT: From: September 1, 2023 To: August 31, 2024

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (1) consecutive (1) one-year extension, 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 five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

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

4. AGREEMENT AMOUNT NOT TO EXCEED: \$200,000.

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

6. DESIGNATED REPRESENTATIVES.

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

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Brian Allen	Name: Christina Bonomo
Title: Facilities Manager	Title: Business Development Manager
Phone: 805-385-8082	Phone: 626-328-3743
Email: brian.allen@oxnard.org	Email: christina.bonomo@amtechelevator.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
1060 Pacific Ave. Bldg. 3	
Oxnard, California 93030	

7. CONTRACTUAL PREREQUISITES.

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

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

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

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

8. SERVICE PROVIDER'S SERVICES.

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

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

9. COMPENSATION.

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

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must

be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

10. PAYMENT & INVOICES.

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

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

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

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

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

11. OPTION TO EXTEND AGREEMENT.

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

12. MODIFICATION OF AGREEMENT.

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

13. TERMINATION OF AGREEMENT.

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

14. INDEPENDENT CONTRACTOR

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

SERVICE PROVIDER and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE

PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

15. LAWFUL PERFORMANCE.

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

16. SAFETY REQUIREMENTS.

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

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

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

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

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

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

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

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

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

17.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors

or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

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

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

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

21. COVENANTS AND CONDITIONS.

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

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver

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

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

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

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this

Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

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

24. INSURANCE.

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

25. LIVING WAGE REQUIREMENTS.

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

26. PREVAILING WAGE REQUIREMENTS.

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

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

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

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

27. CONFLICT OF INTEREST

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

28. [RESERVED]

29. [RESERVED]

30. DISPUTES.

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

31. DISPUTE RESOLUTION.

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

32. AUDIT.

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

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

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

36. GOVERNING LAW.

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

37. SEVERABILITY.

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

38. INTEGRATED AGREEMENT.

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

bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

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

40. AUTHORITY TO EXECUTE.

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

41. EXECUTION – COUNTERPARTS.

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

42. INCONSISTENT OR CONFLICTING TERMS.

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

43. ACKNOWLEDGEMENT.

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

[Signatures on next page]

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

CITY OF OXNARD

**PACIFIC COAST ELEVATOR DBA
AMTECH ELEVATOR SERVICES**

Jennifer Yates 10/9/2023

☐ John C. Zaragoza, Mayor¹ Date

☒ Jennifer Yates,²
Purchasing Manager

Joseph Armas 9/20/2023
Joe Armas President

J. Strachan 9/20/2023
Jim Strachan, Vice President³ Date

ATTEST:

N/A

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

APPROVED AS TO FORM:



Stephen M. Fischer, CITY
Attorney (always required)

10/5/2023

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 Pacific Coast Elevator dba Amtech Elevator Services) SCOPE OF SERVICES

CITY PROJECT MANAGER: NAME/PHONE #/EMAIL

The Contractor shall provide the necessary labor, materials, tools and equipment to provide inspections, maintenance and repairs for the elevators and locations listed below. The City reserves the right to add or remove locations and services during the term of the Contract.

LOCATION OF WORK

Location	Service Stops	Type
305 W. Third Street	three-stop passenger elevator	hydraulic
	three-stop passenger elevator	cable
300 W. Third Street	four-stop passenger elevator	cable
	four-stop passenger elevator	cable
360 W. Second Street	two-stop passenger elevator	hydraulic
251 South C Street	two-stop passenger elevator	hydraulic
	two-stop passenger elevator	dumbwaiter
424 South C Street	porch elevator	handicap lift
251 South A Street	two-stop passenger elevator	hydraulic
	two-stop passenger elevator	hydraulic
	two-stop passenger elevator	hydraulic

325 South B Street	four-stop passenger elevator	hydraulic
	four-stop passenger elevator	hydraulic
4300 Saviers Road	two-stop passenger elevator	hydraulic
251 South Hayes Avenue	two-stop passenger elevators	hydraulic
	two-stop passenger elevator	hydraulic
111 South Del Norte Boulevard	two-stop passenger elevator	hydraulic
201 East Fourth Street	two-stop passenger elevator	hydraulic
2900 Saviers Road	three-stop passenger elevator	cable
	three-stop passenger elevator	cable

GENERAL SCOPE OF WORK.

- 1) **Supervisory Personnel.** Upon award of Contract, Contractor shall provide the City with a written list of their supervisory personnel who shall be responsible for management of this Contract. Supervisory personnel shall visit each elevator semi-annually to observe the quality of maintenance and ensure the specifics and intended standards of this specification are met. After each visit, Contractor shall submit a report to the City of their observations including corrective actions if warranted.
- 2) **Security Clearance.** Contractor shall be required to successfully complete a City standard security clearance conducted by the Oxnard Police Department within thirty (30) Working Days of award of this contract. This security clearance may include, but not be limited to, live scan and FBI background checks. This security clearance is required when working in the Public Safety Building and other areas of a sensitive nature designated by the City. The Contractor must have qualified employee's security cleared and have on call at least one security cleared employee for after-hours Work. Any employee denied security clearance

shall be restricted from entering the designated worksites, and the Contractor shall provide an employee who has successfully obtained security clearance. Any cost for obtaining security clearance will be the responsibility of the Contractor. It is the Contractor's responsibility to be familiar with access to job sites. The Contractor shall be responsible for the delivery of all Contractor-provided materials and equipment.

- 3) **Housekeeping:** Within the first three (3) months, the Contractor shall thoroughly clean all elevator hoistways, pits, car tops and machine rooms. In addition, during the same period of time, all car and hoistway door tracks, hangers, interlocks, and closers shall be cleaned, lubricated, and adjusted. All debris resulting from such work shall be promptly removed and properly disposed of.
- 4) **Wiring and Construction Prints:** All wiring and construction prints or diagrams of elevator systems covered under this contract are the property of the City and upon termination of this contract shall be delivered to the City. All changes in circuitry made by the Contractor shall be properly recorded on the diagrams, including date of change and name of the person making the change.
- 5) **Schedules and Records:** Contractor shall provide the following Preventive Maintenance services and required adjustments to ensure the safe operation of elevators.
 - a) All inspections, lubrications, adjustments, tests, cleaning, and other preventative maintenance activities shall comply with Title 8: California Code of Regulations "Elevator Safety Orders."
 - b) Service schedule shall be displayed in each elevator equipment room and shall be initialed by the elevator mechanic when each scheduled activity is performed.
 - c) Contractor shall notify City at least 48 hours in advance of performing scheduled maintenance on any elevator.
 - d) Contractor shall coordinate with the State of California Elevator, Ride, and Tramway Unit inspectors for all required State inspections. Contractor shall expedite all testing and repairs as noted by State Inspectors on Preliminary Orders in a timely manner and make notification in writing to the Elevator, Ride, and Tramway Division and City Facilities Maintenance Supervisor for each of the listed items that have been corrected.

Contractor shall maintain an accurate and complete record of all work performed at each location. These records shall include all maintenance actions. Records shall describe the preventive maintenance action or discrepancy, action taken, and items replaced, if any. A copy of the record shall be kept in the machine equipment rooms and copy sent with invoicing. Invoices shall not be submitted prior to work being performed.

PREVENTATIVE MAINTENANCE SERVICES

1. Monthly Service:

- a. Shall be completed by the 30th day of each month.
- b. Ride each car. Check operation of car and hoistway doors, acceleration, deceleration, floor stops, leveling, and brake action. Make required corrections.
- c. Inspect controllers, selectors, and governors.
- d. Clean and adjust all controller contacts and renew worn contacts and/or shunts where required. Check sequence operation.
- e. Inspect and wipe clean all motor, generator, and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes, as required.
- f. Clean direction and accelerating switches.
- g. Inspect brake operation. Check shoe-to-brake pulley clearance and adjust as required for proper operation. Clean pulley, as required.
- h. Clean machine room.
- i. Check floors for missing indicator plates, arrows, buttons, or other equipment and replace where required.
- j. Replace or repair all non-functional lamps. Including but not limited to call buttons, car lighting, and other elevator-specific lighting.
- k. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust, or repair, as required.
- l. Test emergency telephones and report problems to City Facilities Manager

2. Quarterly Services: Quarterly Services shall include Monthly Services and the following;

- a. Shall be completed by the 30th day of March, June, September, and December.
- b. Clean hoistway pits and inspect equipment. (After cleaning, provide photos of hoistway condition to City Facilities Maintenance Supervisor)
- c. Inspect working parts or all governors for free operation, clean, and lubricate as required. Check contacts, shaft, brushings, and rubbing surfaces for cleanliness and wear.

- d. Inspect all door operating equipment, including but not limited to motor brushes, commutator, belts or chains, contacts, and clocks, clean, lubricate, adjust, or replace, as required.
 - e. Examine all wire ropes and fastenings, check and adjust rope tension.
 - f. Examine traveling cables for wear and position.
 - g. Examine counterweight. Tighten all loose belts. If welds are cracked or broken, bring to the attention of the City Facilities Maintenance Supervisor.
 - h. Clean and lubricate automatic slow down and stopping switches on top of cars and in hoistway.
 - i. Clean car position indicators; adjust if required.
 - j. Inspect and clean car guides. Replace worn and cracked parts.
 - k. Check and clean car fan motors for proper operation, repair/ replace as required.
 - l. Blow out, vacuum, and clean controllers, motors, and/or motor generator sets.
3. **Semi-annual Services:** Semi-annual Services shall include Quarterly Services, Monthly Services, and the following;
- a. Shall be completed by the 30th day of June and December.
 - b. Check bearings for proper operations and wear, and replace them as required.
 - c. Examine and lubricate machine gear teeth for cutting or noise.
 - d. While riding on top of cars, physically check the condition and operation of door locking equipment.
 - e. Perform electrical test of door interlock circuits.
 - f. Examine door locks and door closer equipment. Clean door channels.
 - g. Examine car and counterweight guide shoe and fastening.
 - h. Renew gibbs or rollers as required. Lubricate sliding guide shoes.
 - i. Remove car station cover, blow out; clean switches and buttons.

4. **Annual Services:** Annual Services shall include Semi-annual Services, Quarterly Services, Monthly Services, and the following;
- a. Shall be completed by the 30th day of June.
 - b. Examine commutator, brushes, and brush holders of all small control motors and regulators. Clean, re-adjust, repair, or replace, as required.
 - c. Thoroughly examine and clean starter and control panels. Check each contactor and relay by hand for wear, cleanliness, and proper adjustment. Clean, re-adjust, repair, or replace, as required.
 - d. Check, clean, and adjust the operation of slow-down and limit switches.
 - e. Examine all moving parts of the governor and safety for free operation. Clean and adjust.
 - f. Examine, clean, and add oil to buffers, if required. Perform "hand test" of plunger return.
 - g. Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil, and properly dispose of used gear oil in an offsite location.
 - h. Overhaul machine brake, including disassembly, cleaning, replacement of worn components, reassembly, and re-adjustment.
 - i. Provide full-load governor and safety test per Title 8: California Code of Regulations "Elevator Safety Orders."
 - j. Clean and lubricate hoistway door hangers, track, and door arms.
 - k. Examine car and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, as required.
 - l. Clean rails, hatch walls, car top, pit, overhead sheaves, and beams. Check brackets and bolts for tightness.
 - m. Perform annual preventative maintenance on all contactors, relays, and switches. Make timing adjustments as required. Lubricate and adjust mechanical parts, including door operators, door tracks, hoist motors, cables, indicating lamps, and call buttons as required.
 - n. Perform a complete systems check of all logic features and/ or programs.
 - o. Perform test of Fire Department Service in accordance with ANSI A 17.1 (latest edition) safety code for elevators and escalators at a time as directed by the City as to coincide with each building's annual fire safety testing and tenant evacuation practice.
 - p. Perform test of Fire Detection System at a time as directed by the City as to coincide with each building's annual fire safety testing and tenant evacuation practice.

- q. Perform test of automatic dialing communication.
 - r. Hydraulic elevators shall be inspected and tested as per ANSI A 17.2.
 - s. Contractor shall, at its sole expense, schedule, contract with, and fully compensate a licensed, qualified and insured **subcontractor** for the purpose of coordinating and conducting State required periodic testing and certification of elevator smoke alarms, smoke detectors, and car communication devices, or any other elevator related repair or certification requiring the assistance of an outside vendor as prescribed in a preliminary Order issued by the State of California Elevator, Ride and Tramway Unit inspector.
5. **5-year load testing-** In compliance with California's Department of Industrial Relations, Division of Occupational Safety and Health, Elevator, Ride, and Tramway unit, conduct and confirm proper hydraulic and cable elevator performance and ensure public safety.

ON-CALL REPAIR SERVICES

1. **Non-Scheduled Urgent Repair Work.** Contractor shall have live dispatch or direct call on-call technician 24 hours per day, 365 days per year. In the event an elevator is shut down with trapped passengers, Contractor shall guarantee a maximum one (1) hour response time during regular working hours (8:00 am – 5:00 pm) and a one and one half (1-1/2) hours response time during non-regular working hours (5:01 pm – 7:59 am and weekends and 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.

2. **Non-Urgent Repair Work.** For non-urgent service calls during regular working hours (8:00 am – 5:00 pm), the contractor shall respond within two (2) hours. 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.

EVALUATION STANDARDS: The following standards shall be met to assure that the elevators are maintained at a performance level in line with the original design:

1. **Door Performance:** When evaluating the door performance, complete door opening and closing times will be used. Doors shall open and close smoothly without slamming. Door-closing pressures shall conform to current codes. Door reopen devices shall be maintained to operate as originally installed.

2. **Landing Performance:** Landing accuracy shall be plus or minus ½", regardless of number of passengers, up to rated capacity.

3. **Rated Speed Performance:** Rated speed shall be maintained within plus or minus 5% of original design speeds.

SAFETY PRECAUTIONS: Within the scope of this Work, strict attention shall be given to all matters pertaining to public safety and safety of the Contractor's workers. Contractor shall adhere to all health and building safety requirements including but not limited to:

1. Proper securing of all fixtures, equipment, and materials.
2. Adherence to Lock out Tag out Program.
3. Methods of performing work.
4. Erection and maintenance of suitable barriers, protective devices, lights, and warning signs.
5. Adequate provisions for storage and protection of all work, materials, and equipment, and proper off-site disposal of used materials and equipment.
6. If for any reason, such as space limitations, restrictive work schedules, etc., the required safety provisions for this work cannot be met, the situation shall be logged and reported to the City for explicit instructions in writing as to how to proceed.

Agreement No. 9648-22-CM

EXHIBIT B

**TRADE SERVICE AGREEMENT
(CITY of Oxnard and Pacific Coast Elevator Corporation dba Amtech Elevator Services)**

SCHEDULE OF COMPENSATION

Location	Service Stops	Type	Monthly	Quarterly	Semi-Annual	Annual	5yr Load Test
305 W. 3rd St	3-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
	3-stop passenger elevator	Cable	\$ 309.00	\$ 746.75	\$ 1,236.00	\$ 2,224.80	\$ 1,854.00
300 W. 3rd St	4-stop passenger elevator	Cable	\$ 309.00	\$ 746.75	\$ 1,236.00	\$ 2,224.80	\$ 1,854.00
	4-stop passenger elevator	Cable	\$ 309.00	\$ 746.75	\$ 1,236.00	\$ 2,224.80	\$ 1,854.00
360 W. 3rd St	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
251 SC St	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
	2-stop passenger elevator	Dumbwaiter	\$ 82.40	\$ 206.00	\$ 370.80	\$ 618.00	\$ 978.50
424 SC St	Porch Elevator	Handicap Lift	\$ 82.40	\$ 206.00	\$ 370.80	\$ 618.00	\$ 978.50

251 SA St	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
325 SB St	4-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
	4-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
4300 Saviers Rd	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
2900 Saviers Rd	3-stop passenger elevator	Cable	\$ 309.00	\$ 746.75	\$ 1,236.00	\$ 2,224.80	\$ 1,854.00
	3-stop passenger elevator	Cable	\$ 309.00	\$ 745.75	\$ 1,236.00	\$ 2,224.80	\$ 1,854.00

Location	Service Stops	Type	Monthly	Quarterly	Semi-Annual	Annual	SyrLoad Test
251 S Hayes Ave	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
111 S Del Norte Blvc	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
201 E 4th St	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
Prices provided for each maintenance frequency should be a stand-alone cost for all services provided at that maintenance interval. The City reserves the right to adjust maintenance intervals as needed to meet the needs of City business.							
Maintenance Services			Rate				
Hourly Rate for Maintenance services for units not currently listed			\$ 190.00 / hour				
Repair Services*			Rate				
Non-Urgent Repairs (Monday-Friday 8am-5pm 2hr response time)			\$ 190.00 / hour				
Urgent Repair Work (1 Hour response time)			\$ 380.00 / hour				
* All repair service calls shall be at prevailing wage. The total cumulative cost of all repair work pursuant to this agreement shall not exceed \$60,000.00. Material Mark-Up shall not exceed 15%.							
The City reserves the right to add or delete units being serviced as needed to meet City business needs.							

EXHIBIT C

TRADE SERVICES AGREEMENT (CITY of Oxnard and Pacific Coast Elevator dba Amtech Elevator Services)

INSURANCE REQUIREMENTS

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

Exhibit INS-I

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

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

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

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

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

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

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

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

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

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

8/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
		COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ 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 ☒ 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					
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		POLICY INFORMATION	
Telephone:		Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
TYPE OF INSURANCE		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:	
GENERAL LIABILITY		CITY AGREEMENTS/PERMITS	
☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
☐ Claims Made ☐ Retroactive Date ☐ Occurrence		Underwriter=s representative for claims pursuant to this insurance.	
COVERAGES		CLAIMS:	
EACH OCCURRENCE		Name:	
AGGREGATE		Address:	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐		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 attached, 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			
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		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		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 Pacific Coast Elevator Corporation dba Amtech Elevator
Services)**

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 Pacific Coast Elevator dba Amtech Elevator See)**

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 FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: September 1, 2022
- (2) Vendor: Pacific Coast Elevator Corporation dba Amtech Elevator Services
- (3) Services: Elevator Maintenance & Repair Services
- (4) Schedule of Services: See Scope of Exhibit
- (5) Agreement Ending Date: August 31, 2023 subject to renewal for up to two consecutive one year terms upon written agreement of both parties for a maximum total contract term of three years.
- (6) Total Agreement Amount: \$200,000
- (7) City's Project Manager: Tamarra Barbey
- (8) Vendor's Project Manager: Christina Bonomo
- (9) Insurance Coverage: INS-I
- (10) What wages are required for this Project?

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

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

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

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

- (11) Addresses for Notice:

FOR VENDOR:

Pacific Coast Elevator Corporation dba Amtech Elevator Services
Attn: Christina Bonomo, Business Development Manager
3041 Roswell Street
Los Angeles, CA 90065

FOR CITY:

City of Oxnard
Attn: Tamarra Barbey, Facilities Supervisor
1060 Pacific Ave., Building 3
Oxnard, CA 93030

- (12) Contact Emails:

christina.bonomo@amtechelevator.com

tamarra.barbey@oxnard.org

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

- ☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☐ Schedule of Services Exhibit

- ☒ Living Wage Policy Exhibit
☒ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-I)

AGREEMENT FOR TRADE SERVICES

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

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

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

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

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

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

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

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

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

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both

situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

18. Confidentiality of Information.

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

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

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

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

unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

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

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

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

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

to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

**PACIFIC COAST ELEVATOR CORPORATION
dba AMTECH ELEVATOR SERVICES**

 7/18/2022
☐ John C. Zaragoza, Mayor¹ Date
☒ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ [name], Buyer

 6-8-22
 Julie Brandt, President² Date
 6/2/22
 Jim Strachan, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:

 6/5/22
 Stephen M. Fischer, City Attorney (always required) Date

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

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

ELEVATOR PREVENTATIVE MAINTENANCE AND ON-CALL REPAIR SERVICES

The Contractor shall provide the necessary labor, materials, tools, and equipment to provide inspections, maintenance, and repairs for the elevators and locations listed below. The City reserves the right to add or remove locations and services during the term of the Contract.

LOCATION OF WORK

Location	Service Stops	Type
305 W. Third Street	three-stop passenger elevator	hydraulic
	three-stop passenger elevator	cable
300 W. Third Street	four-stop passenger elevators	cable
	four-stop passenger elevators	cable
360 W. Second Street	two-stop passenger elevator	hydraulic
251 South C Street	two-stop passenger elevator	hydraulic
	two-stop passenger elevator	dumbwaiter
424 South C Street	Porch elevator	Handicap lift
251 South A Street	two-stop passenger elevators	hydraulic
	two-stop passenger elevators	hydraulic
	two-stop passenger elevators	hydraulic
325 South B Street	four-stop passenger elevators	hydraulic
	four-stop passenger elevators	hydraulic
4300 Saviers Road	two-stop passenger elevator	Hydraulic

251 South Hayes Avenue	two-stop passenger elevators	hydraulic
	two-stop passenger elevators	hydraulic
111 South Del Norte Boulevard	two-stop passenger elevator	hydraulic
201 East Fourth Street	two-stop passenger elevator	hydraulic

GENERAL SCOPE OF WORK.

- 1) **Supervisory Personnel.** Upon award of Contract, Contractor shall provide the City with a written list of their supervisory personnel who shall be responsible for the management of this Contract. Supervisory personnel shall visit each elevator semi-annually to observe the quality of maintenance and ensure the specifics and intended standards of this specification are met. After each visit Contractor shall submit a report to the City of their observations including corrective actions if warranted.
- 2) **Security Clearance.** Contractor shall be required to successfully complete a City standard security clearance conducted by the Oxnard Police Department within thirty (30) Working Days of award of this contract. This security clearance may include, but not be limited to, live scan and FBI background checks. This security clearance is required when working in the Public Safety Building and other areas of a sensitive nature designated by the City. The Contractor must have qualified employee's security cleared and have on call at least one security cleared employee for after-hours Work. Any employee denied security clearance shall be restricted from entering the designated worksites, and the Contractor shall provide an employee who has successfully obtained security clearance. Any cost for obtaining security clearance will be the responsibility of the Contractor. It is the Contractor's responsibility to be familiar with access to job sites. The Contractor shall be responsible for the delivery of all Contractor-provided materials and equipment.
- 3) **Housekeeping:** Within the first three (3) months, the Contractor shall thoroughly clean all elevator hoistways, pits, car tops, and machine rooms. In addition, during the same period of time all car and hoistway door tracks, hangers, interlocks, and closers shall be cleaned, lubricated, and adjusted. All debris resulting from such work shall be promptly removed and properly disposed of.
- 4) **Wiring and Construction Prints:** All wiring and construction prints or diagrams of elevator systems covered under this contract are the property of the City and upon the termination of this contract shall be delivered to the City. All changes in circuitry made by the Contractor shall be properly recorded on the diagrams, including the date of change and the name of the person making the change.
- 5) **Schedules and Records:** Contractor shall provide the following Preventive Maintenance services and required adjustments to ensure the safe operation of elevators.
 - a) All inspections, lubrications, adjustments, tests, cleaning, and other preventative maintenance activities shall comply with Title 8: California Code of Regulations "Elevator Safety Orders."
 - b) Service schedule shall be displayed in each elevator equipment room and shall be initialed by the elevator mechanic when each scheduled activity is performed.
 - c) Contractor shall notify City at least 48 hours in advance of performing scheduled maintenance on any elevator.

- d) Contractor shall coordinate with the State of California Elevator, Ride, and Tramway Unit inspectors for all required State inspections. Contractor shall expedite all testing and repairs as noted by State Inspectors on Preliminary Orders in a timely manner and make notification in writing to the Elevator, Ride, and Tramway Division and City Facilities Maintenance Supervisor for each of the listed items that have been corrected.

Contractor shall maintain an accurate and complete record of all work performed at each location. These records shall include all maintenance actions. Records shall describe the preventive maintenance action or discrepancy, action taken, and items replaced if any. A copy of the record shall be kept in the machine equipment rooms and a copy sent with the invoice. Invoices shall not be submitted prior to work being performed.

PREVENTATIVE MAINTENANCE SERVICES

1. Monthly Service:

- a. Shall be completed by the 30th day of each month.
- b. Ride each car. Check operation of car and hoistway doors, acceleration, deceleration, floor stops, leveling, and brake action. Make required corrections.
- c. Inspect controllers, selectors, and governors.
- d. Clean and adjust all controller contacts and renew worn contacts and/or shunts were required. Check sequence operation.
- e. Inspect and wipe clean all motor, generator, and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes, as required.
- f. Clean direction and accelerating switches.
- g. Inspect brake operation. Check shoe-to-brake pulley clearance and adjust as required for proper operation. Clean pulley, as required.
- h. Clean machine room.
- i. Check floors for missing indicator plates, arrows, buttons, or other equipment and replace where required.
- j. Replace or repair all non-functional lamps. Including but not limited to call buttons, car lighting, and other elevator-specific lighting.
- k. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair, as required.
- l. Test emergency telephones and report problems to the City Facilities Manager

2. **Quarterly Services:** Quarterly Services shall include Monthly Services and the following;

- a. Shall be completed by the 30th day of March, June, September, and December.
- b. Clean hoistway pits and inspect equipment. (After cleaning, provide photos of hoistway condition to the City Facilities Maintenance Supervisor)
- c. Inspect working parts or all governors for free operation, clean, and lubricate as required. Check contacts, shaft, brushings, and rubbing surfaces for cleanliness and wear.
- d. Inspect all door operating equipment, including but not limited to motor brushes, commutator, belts or chains, contacts, and clocks, clean, lubricate, adjust or replace, as required.
- e. Examine all wire ropes and fastenings, check and adjust rope tension. f. Examine traveling cables for wear and position.
- g. Examine counterweight. Tighten all loose belts. If welds are cracked or broken, bring them to the attention of the City Facilities Maintenance Supervisor.
- h. Clean and lubricate automatic slow down and stopping switches on top of cars and in hoistway.
- i. Clean car position indicators; adjust if required.
- j. Inspect and clean car guides. Replace worn and cracked parts.
- k. Check and clean car fan motors for proper operation, repair/ replace as required. l. Blow out, vacuum, and clean controllers, motors, and/or motor-generator sets.

3. **Semi-annual Services:** Semi-annual Services shall include Quarterly Services, Monthly Services, and the following;

- a. Shall be completed by the 30th day of June and December.
- b. Check bearings for proper operations and wear, and replace as required. c. Examine and lubricate machine gear teeth for cutting or noise.
- d. While riding on top of cars, physically check the condition and operation of door locking equipment.
- e. Perform an electrical test of door interlock circuits.
- f. Examine door locks and door closer equipment. Clean door channels. g. Examine car and counterweight guide shoe and fastening.
- h. Renew gibbs or rollers as required. Lubricate sliding guide shoes. i. Remove car station cover, blow out; clean switches and buttons.

4. **Annual Services:** Annual Services shall include Semi-annual Services, Quarterly Services, Monthly Services, and the following;
- a. Shall be completed by the 30th day of June.
 - b. Examine commutator, brushes, and brush holders of all small control motors and regulators. Clean, re-adjust, repair, or replace, as required.
 - c. Thoroughly examine and clean starter and control panels. Check each contractor and relay by hand for wear, cleanliness, and proper adjustment. Clean, re-adjust, repair, or replace, as required.
 - d. Check, clean and adjust the operation of slow down and limit switches.
 - e. Examine all moving parts of the governor and safety for a free operation. Clean and adjust.
 - f. Examine, clean and add oil to buffers, if required. Perform "hand test" of plunger return.
 - g. Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil, and properly dispose of used gear oil in an offsite location.
 - h. Overhaul machine brake, including disassembly, cleaning, replacement of a worn component, reassembly, and re-adjustment.
 - i. Provide full-load governor and safety test per Title 8: California Code of Regulations "Elevator Safety Orders."
 - j. Clean and lubricate hoistway door hangers, track and door arms.
 - k. Examine car and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, as required.
 - l. Clean rails, hatch walls, car top, pit, overhead sheaves, and beams. Check brackets and bolts for tightness.
 - m. Perform annual preventative maintenance on all contactors, relays, and switches. Make timing adjustments as required. Lubricate and adjust mechanical parts, including door operators, door tracks, hoist motors, cables, indicating lamps, and call buttons as required.
 - n. Perform a complete systems check of all logic features and/ or programs.
 - o. Perform a test of Fire Department Service in accordance with ANSI A 17.1 (latest edition) safety code for elevators and escalators at a time as directed by the City as to coincide with each building's annual fire safety testing and tenant evacuation practice.
 - p. Perform a test of Fire Detection System at a time as directed by the City as to coincide with each building's annual fire safety testing and tenant evacuation practice.
 - q. Perform a test of automatic dialing communication.
 - r. Hydraulic elevators shall be inspected and tested as per ANSI A 17.2.
 - s. Contractor shall, at its sole expense, schedule, contract with, and fully compensate a licensed, qualified and insured subcontractor for the purpose of coordinating and conducting State required periodic testing and certification of elevator smoke alarms, smoke detectors, and car communication devices, or any other elevator related repair or certification requiring the assistance of an outside vendor as prescribed in a preliminary order issued by the State of California Elevator, Ride and Tramway Unit inspector.

5. **5-year load testing-** In compliance with California's Department of Industrial Relations, Division of Occupational Safety and Health, Elevator, Ride, and Tramway unit, conduct and confirm proper hydraulic and cable elevator performance and ensure public safety.

ON-CALL REPAIR SERVICES

1. **Non-Scheduled Urgent Repair Work.** Contractor shall have a live dispatch or direct call on-call technician 24 hours per day, 365 days per year. In the event an elevator is shut down with trapped passengers, Contractor shall guarantee a maximum one (1) hour response time during regular working hours (8:00 am – 5:00 pm) and a one and one half (1-1/2) hours response time during non-regular working hours (5:01 pm – 7:59 am and weekends and 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.

2. **Non-Urgent Repair Work.** For non-urgent service calls during regular working hours (8:00 am – 5:00 pm) the contractor shall respond within two (2) hours. 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.

EVALUATION STANDARDS: The following standards shall be met to assure that the elevators are maintained at a performance level in line with the original design:

1. **Door Performance:** When evaluating the door performance, complete door opening and closing times will be used. Doors shall open and close smoothly without slamming. Door closing pressures shall conform to current codes. Door reopen devices shall be maintained to operate as originally installed.

2. **Landing Performance:** Landing accuracy shall be plus or minus 1/2", regardless of the number of passengers, up to rated capacity.

3. **Rated Speed Performance:** Rated speed shall be maintained within plus or minus 5% of original design speeds.

SAFETY PRECAUTIONS: Within the scope of this Work, strict attention shall be given to all matters pertaining to public safety and the safety of the Contractor's workers. Contractor shall adhere to all health and building safety requirements including but not limited to:

1. Proper securing of all fixtures, equipment, and materials.
2. Adherence to Lockout Tag out Program.
3. Methods of performing work.
4. Erection and maintenance of suitable barriers, protective devices, lights, and warning signs.
5. Adequate provisions for storage and protection of all work, materials, and equipment, and proper off-site disposal of used materials and equipment.
6. If for any reason, such as space limitations, restrictive work schedules, etc., the required safety provisions for this work cannot be met, the situation shall be logged and reported to the City for explicit instructions in writing as to how to proceed.

RATES AND COSTS EXHIBIT

Agreement No. 9648-22-CM

Location	Service Stops	Type	Monthly	Quarterly	Semi-Annual	Annual	5yr Load Test
305 W. 3rd St	3-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
	3-stop passenger elevator	Cable	\$ 300.00	\$ 725.00	\$ 1,200.00	\$ 2,160.00	\$ 1,800.00
300 W. 3rd St	4-stop passenger elevator	Cable	\$ 300.00	\$ 725.00	\$ 1,200.00	\$ 2,160.00	\$ 1,800.00
	4-stop passenger elevator	Cable	\$ 300.00	\$ 725.00	\$ 1,200.00	\$ 2,160.00	\$ 1,800.00
360 W. 3rd St	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
251 S C St	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
	2-stop passenger elevator	Dumbwaiter	\$ 80.00	\$ 200.00	\$ 360.00	\$ 600.00	\$ 950.00
424 S C St	Porch Elevator	Handicap Lift	\$ 80.00	\$ 200.00	\$ 360.00	\$ 600.00	\$ 950.00
251 S A St	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
325 S B St	4-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
	4-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
4300 Saviers Rd	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00

RATES AND COSTS EXHIBIT

Agreement No. 9648-22-CM

Location	Service Stops	Type	Monthly	Quarterly	Semi-Annual	Annual	5yr Load Test
251 S Hayes Ave	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
111 S Del Norte Blvd	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
201 E 4th St	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
Prices provided for each maintenance frequency should be a stand-alone cost for all services provided at that maintenance interval. The City reserves the right to adjust maintenance intervals as needed to meet the needs of City business.							
Maintenance Services			Rate				
Hourly Rate for Maintenance services for units not currently listed			\$ 190.00 / hour				
Repair Services*			Rate				
Non-Urgent Repairs (Monday-Friday 8am-5pm 2hr response time)			\$ 190.00 / hour				
Urgent Repair Work (1 Hour response time)			\$ 380.00 / hour				
* All repair services calls shall be at prevailing wage. The total cumulative cost of all repair work pursuant to this agreement shall not exceed \$60,000.00. Material Mark-Up shall not exceed 15%.							
The City reserves the right to add or delete units being serviced as needed to meet City business needs.							

The period of performance anticipated for this agreement shall be for three years, renewable in one-year increments beginning September 1, 2022, or effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services. Updated annual pricing must be submitted to the City in writing, no later than the June 1st preceding the renewal date. Increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on a 12-month CPI-U for April.

INSURANCE EXHIBIT

Exhibit INS-I

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ 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 ☒ 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				

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

CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL, 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")			SUBMIT IN DUPLICATE					
			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ In Addition to Limits ☐ Included in Limits							
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____							
APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:								
CITY AGREEMENTS/PERMITS								
TYPE OF INSURANCE								
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY ☐ Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence			OTHER PROVISIONS					
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">EACH OCCURRENCE</th> <th style="width: 50%;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table>		EACH OCCURRENCE	AGGREGATE			Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____	
EACH OCCURRENCE	AGGREGATE							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:								
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.								
ENDORSEMENT HOLDER								
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____					

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

Rev. 5/22

LIVING WAGE POLICY EXHIBIT

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

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

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2021**

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

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

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

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

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

PREVAILING WAGES EXHIBIT

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

SCHEDULE OF SERVICES EXHIBIT

Second Amendment to Agreement 9648-22-CM with Pacific Coast Elevator Corporation, dba Amtech Elevator Services, for Elevator Inspections, Maintenance, and Repairs

Public Works and Transportation Committee
July 9, 2024

Steve Howlett
Assistant Director of Public Works

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to the Agreement with Pacific Coast Elevator Corporation, dba Amtech Elevator Services, to increase the current not to exceed amount from \$200,000 to \$500,000 and extend the term to August 31, 2025, for elevator inspections, maintenance, and repairs.

- The City's Facilities Division oversees 23 elevators, located in 14 buildings, that require inspections, service, and repairs. In response to regulatory compliance, public health and safety hazards, and property or environmental damage, the work must be completed with urgency by a technician who specializes in elevator operations.
- The City's Public Works Department does not employ a staff member who has the expertise to perform this required work.
- Therefore, the Public Works Department relies on contract elevator technicians to respond quickly to the City's scheduled and unscheduled elevator inspections, maintenance, and repairs

- Pacific Coast Elevator Corporation, dba Amtech Elevator Services (Amtech), has been providing these services to the City since September 1, 2022.
- This Agreement includes furnishing all labor, materials, equipment, and other incidentals to provide scheduled and unscheduled work for the Public Works Department.

- July 18, 2022: City Manager approved Agreement 9648-22-CM with Amtech for \$200,000 that was entered into on September 1, 2022 for elevator inspections, maintenance, and repairs at various city-owned facilities
- Initial one-year term ended on August 31, 2023, with the option for two additional one-year terms
- September 2023: City's Purchasing Agent approved the First Amendment and Restated Trade Services Agreement between the City and Amtech
- The Restated Trade Services Agreement updated the terms and conditions of the Agreement to coincide with the revised City trade services agreement template and updated the term extension date to August 31, 2024. The First Amendment did not change the total Agreement value of \$200,000

- Proposed Second Amendment will increase the Agreement amount by \$300,000, for a total not to exceed amount of \$500,000, and extend the Agreement with a third-year term ending August 31, 2025.
- Additionally, three elevators located at the AWPf and Wastewater Plant were not included in the original Agreement and have been added to the Scope of Services Exhibit for the Second Amendment.

- Total cost for the Second Amendment with Amtech shall not exceed \$300,000 with a new total Agreement amount not to exceed \$500,000 through August 31, 2025, for elevator inspections and on-call maintenance repairs
- Funds for these services are included in the Fiscal Year 2024-25 Adopted Budget among the department funding sources
- Funds will only be paid for the actual services rendered as part of this Agreement



End of Presentation