



Meeting Date: 02/15/11

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other

Prepared By: ^{MJ}Michelle Johnson, Interim Environmental Resources Manager Agenda Item No. **I-8**

Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Public Works

DATE: February 3, 2011

TO: City Council

FROM: ^{S.R.}Rob Roshanian, Interim Public Works Director
Public Works Department

SUBJECT: Agreement for Trade Services with Ecology Auto Parts, Incorporated for Supplemental Waste Transfer Hauling Services (Agreement No. A-7380)

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an Agreement for Trade Services with Ecology Auto Parts, Incorporated for Supplemental Waste Transfer Hauling Services for one year with an option to renew one (1) two year term at a cost for the first term of \$500,000 with a not-to-exceed total of \$1,500,000.

DISCUSSION

For the past several years the Environmental Resources Division has used waste transfer haulers to supplement hauling for the City's fleet at the Del Norte Facility. During operations when there are too few City drivers and trucks to provide necessary hauling of waste, supplemental haulers are called upon to meet this need. This is especially evident during increased fluctuations of solid waste generated at the Del Norte Facility. Waste transfer haulers have hauled up to approximately 100,000 tons per year from the Del Norte Facility to designated landfills.

On October 14, 2010 the City issued a Request for Proposal (RFP) for Supplemental Solid Waste Transfer Hauling Service. By the RFP submittal deadline of November 18, 2010 five proposals were received. After evaluating and ranking the proposals, staff concluded that Ecology Auto Parts, Incorporated (Ecology) provided the best overall proposal for waste transfer hauling. Ecology has truck fleet capacity, experienced managers and truck drivers who are well trained in waste long-hauling and safety practices. Ecology has and currently performs effective, dependable and safe waste transfer hauling from the Del Norte Facility to designated landfills. Staff recommends awarding Ecology as the primary hauler of supplemental waste transfer from the Del Norte Facility.

Agreement for Trade Services with Ecology Auto Parts, Incorporated for Supplemental Waste Transfer Hauling Services (Agreement No. A-7380)

February 3, 2011

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The Agreement (Attachment No. 1) provides supplemental waste transfer hauling from the Del Norte Facility to designated landfills upon the request of the City. The initial term of the Agreement is from February 15, 2011 to February 15, 2012. Thereafter, the parties may extend the Agreement one (1) two year term upon mutual written consent.

Based on hauling rates and the projected amount of hauled waste by Ecology the not to exceed value of this Agreement is \$500,000 for the first term with a not-to-exceed total of \$1,500,000 over the life of the contract. User fees collected from haulers tipping waste at the Del Norte Facility provide cost recovery for supplemental waste transfer hauling service.

FINANCIAL IMPACT

There are sufficient funds appropriated in Solid Waste Enterprise Fund Account Number 631-6304 in Fiscal Year 2010-11 that covers for the expense of this hauling service for the remaining period of this fiscal year.

Attachment #1 – Trade Services Agreement No. A-7380

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/10)
Contract No. A-7380

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 15th day of February, 2011, by and between the City of Oxnard ("City") and Ecology Auto Parts, Incorporated ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City supplemental waste hauling services from the City's Del Norte Regional Recycling & Transfer Station (Station) to the Simi Valley Landfill and Recycling Center or the Toland Road Landfill as listed in Exhibit A, attached hereto and made a part hereof.

2. Vendor shall provide such services on an as-needed basis with a twenty-four (24) hour notice. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on February 15, 2011, and shall end on February 15, 2012. City and Vendor agree that the Agreement may be renewed for one (1) two year period upon written approval of both City and Vendor executed no later than February 15, 2012. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. a. City shall pay Vendor in amount not to exceed \$500,000 for supplemental waste transfer hauling services for the first one year term and a not-to-exceed \$1,000,000 for the two year extension term (if an extension is agreed upon) for a total not to exceed \$1,500,000. Vendor will provide hauling from the Station to each of the following landfills at the following rates per ton hauled: Simi Valley Landfill \$7.89 per ton hauled; Toland Road Landfill \$7.89 per ton hauled. Vendor's rates are based on and Vendor shall be paid based upon an average load of 19 tons. Vendor's rate per ton hauled under this Agreement includes all costs related to Vendor's performance to haul solid waste from the Station to the Landfill including but not limited to: all labor, fuel, equipment, maintenance, repairs, parts, supplies, and other related costs. City does not guarantee that City will request Vendor to haul any minimum or maximum amount of solid waste.

b. The average load shall be determined from the loads hauled by Vendor to each landfill on a quarterly basis beginning on April 1, 2011. If the quarterly period average load is determined to be less than 19 tons per load at the designated landfill than City shall pay Vendor the tonnage difference between the shortfall and average load based on the rates per landfill as specified in Section 4 (a) of this Agreement. For example, if the Vendor hauled 50 loads to the Simi Valley Landfill or the Toland Road Landfill that totaled 900 tons of solid waste for an average of 18 tons per load in a calendar quarter period then the City is responsible for paying the Vendor the tonnage shortfall difference of 50 tons at \$7.89 per ton for a payment of \$394.50.

c. The rate of \$7.89 of per ton hauled by Vendor from the Station to Simi Valley Landfill and the Toland Road Landfill at an average load of 19 tons as specified in Section 4 (a) of this Agreement includes the a threshold base cost of fuel at \$3.00 per gallon of diesel and is subject to increase or decrease based on the following fuel surcharge formula.

The price per ton hauled by the Vendor on a monthly basis will increase or decrease in an amount equal to three percent (3%) for every twenty five cent (\$0.25) increase or decrease in the price of diesel fuel above or below the threshold base price of \$3.00 per gallon.

The calculation will be made on the first Monday of each month based on the U.S. Department of Energy (DOE) National Average PADD 5 (California) price for the previous Monday (or Tuesday if Monday is a Federal holiday). The website can be viewed at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

The following example provides the formula of the fuel surcharge. The example is not to be interpreted as a cap on either the high end or low end but shall be used to illustrate the calculations of the fuel surcharge.

Station to Simi Valley Landfill and Toland Road Landfill is 7.89 per ton hauled

\$2.50 to \$2.749/gallon.....	\$7.41/ton
\$2.75 to \$2.999/gallon.....	\$7.65/ton
\$3.00 to \$3.249/gallon.....	\$7.89/ton
\$3.25 to \$3.499/gallon.....	\$8.13/ton
\$3.50 to \$3.749/gallon.....	\$8.37/ton
\$3.75 to \$3.999/gallon.....	\$8.62/ton
\$4.00 to \$4.249/gallon.....	\$8.88/ton

d. Payments to be made to Vendor by City for 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 Vendor's services beyond the current fiscal year, this Agreement shall cover payment for Vendor's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

5. 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 Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$13.73 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2011, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 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.

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 the Oxnard 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.

6. a. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

b. Vendor shall continuously maintain adequate protection of all 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 work is being performed.

7. a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-B, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B.

c. 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 evidence of renewal may be considered a material breach of this agreement.

8. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

9. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business license.

11. This Agreement may be amended only by a written document signed by both City and Vendor.

12. Any notices to Vendor may be delivered personally or by mail addressed to: Ecology Auto Parts, Incorporated, Attention: Saul Gracian, General Manager, 14150 Vine Place, Ceritos, CA 905703. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Public Works Department – Environmental Resources Division, Del Norte Regional Recycling & Transfer Station, 111 South Del Norte Boulevard, Oxnard, CA 93030, Attention: Michelle Johnson, Interim Solid Waste Manager.

13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Maintenance and Inspection of Records

Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to 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.

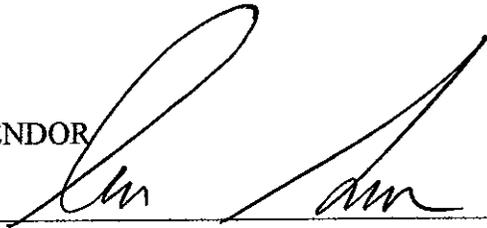


AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/10)
Contract No. A-7380

CITY OF OXNARD

VENDOR

Dr. Thomas E. Holden, Mayor

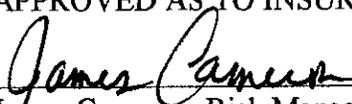


Aaron Siroomian, Chief Operations Officer
Ecology Auto Parts, Incorporated

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk



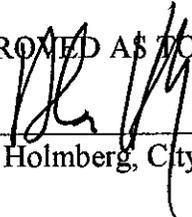
James Cameron, Risk Manager

APPROVED AS TO CONTENT

APPROVED AS TO FORM:



Rob Roshanian, Interim Public Works Director

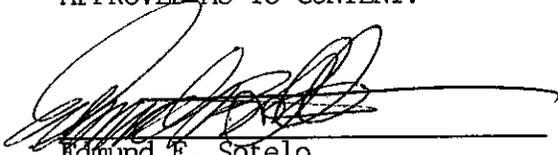


Alan Holmberg, City Attorney



Michelle Lee Johnson, Project Manager

APPROVED AS TO CONTENT:



Edmund F. Sotelo
City Manager



LIVING WAGE POLICY

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, a service contractor 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, Anaheim, Riverside 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.

EXHIBIT 1
Page 1 of 3

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 A attached hereto and incorporated herein by this reference.
8. If a service contractor 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
PAGE 2 OF 3

EXHIBIT A

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. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or 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 (Contractor or 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 (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or 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. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

EXHIBIT 1
Page 3 of 3

EXHIBIT A
SCOPE OF SERVICES AND VENDOR RESPONSIBILITIES

On request of City, Vendor shall, pursuant to this Agreement, haul solid waste from City's Del Norte Regional Recycling & Transfer Station (Station) to either the Simi Valley Landfill or the Toland Road Landfill as designated by the City. If during term of Agreement City designates a landfill not identified in this Section of Agreement, Vendor shall provide City its rate per ton hauled to that landfill.

City shall give Vendor at least 24 hours notice by telephone of assignments to haul solid waste. City shall specify the number of trucks required.

Vendor shall maintain tractor-trailers to perform waste haul operation in legal, safe and effective manner. Vendor shall keep tractor-trailers in a clean condition and maintain a good appearance. Vendor shall provide City a copy of certification to verify safety audits performed by California Highway Patrol or Bi-Annual Terminal "BIT" inspections on Vendor's tractor-trailers. Upon City's request, Vendor shall provide all maintenance records of tractor-trailers providing hauling service under this Agreement.

City shall inspect Vendor's tractor-trailers as City determines is necessary. Upon request of City, Vendor shall repair, at Vendor's expense, any item on tractor-trailer that City deems necessary to repair to perform hauling services. The Vendor shall repair the item within a reasonable time as not to adversely impact hauling service. Vendor's tractor-trailers shall be in good mechanical and operational condition before hauling each load of solid waste from the Station.

Vendor shall use its best efforts to provide a sufficient number of trucks and drivers to the Station at the days and times specified by City.

Vendor shall provide City with a landfill weight ticket identifying the amount of tons hauled by Vendor to the Landfill.

Vendor shall provide City with tare weights of tractor-trailers used by the Vendor. Tractor-trailers shall have full tank of fuel when weight tared.

Vendor shall provide City with vehicle numbers of tractor-trailers used by the Vendor.

City shall provide Vendor staging/parking area at Station for a maximum of five tractor-trailers. Based on City's waste hauling needs, City shall determine number of tractor-trailers staged at Station by Vendor. Upon City's request, City shall give Vendor 24 hour notice by telephone to change number of tractor-trailers staged at Station by Vendor.

Vendor may provide its own preventative maintenance, washing, and fueling of its tractor-trailers staged at the Station. All labor, equipment, parts, supplies, fuel, and other related materials to maintain, wash, and fuel Vendor's tractor-trailers shall be performed by the Vendor and at the sole expense of the Vendor. Vendor shall perform all maintenance, washing and fueling of its tractor-trailers at the Station from 5:00 p.m. to 5:30 a.m. Monday through Saturday during the closed hours to the public. Vendor shall not perform any major repairs of its tractor-trailers at the Station. Vendor shall collect and dispose of all debris generated from maintenance, washing and fueling of its tractor-trailers. Vendor shall use its own catch basin and safely and responsibly dispose of all liquid waste from washing its tractor-trailers. At City's sole discretion, Vendor may stage maintenance and parts vehicle and other apparatus to maintain, fuel and wash Vendor's tractor-trailers at the Station.

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7380
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

CODE SUB-CODE **COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED COMPANY LETTER **A** **SPECIFY COMPANY NAMES IN THIS SPACE**

COMPANY LETTER **B**

COVERAGES

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

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

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

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. A-7380
300 W. Third Street, Suite 302
Oxnard CA 93030

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

