



Meeting Date: 2/10/09

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: Cynthia Daniels, AICP *CD* Agenda Item No. 1-4

Reviewed By: City Manager *MP* City Attorney *AA* Finance *JL* Other NA

DATE: January 16, 2009

TO: City Council

FROM: Cynthia Daniels, Project Manager *Cynthia Daniels*  
Development Services Department

SUBJECT: Agreement with Verizon California Inc. (Verizon) for Relocation at Rice Avenue/Santa Clara Avenue Interchange Improvements at Highway 101

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the agreement (No. A-6900) with Verizon in the amount of \$520,787.87 to relocate utility facilities at the Rice Avenue/Santa Clara Avenue interchange improvements on U.S. Highway 101.

**DISCUSSION**

Verizon has easements and telephone lines (both above and below ground) within the project area for the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101. The utility agreement identifies the work to be done, the easements to be provided by the City to replace Verizon easements affected by the project, and an estimate of the City's share of the cost for the relocations. The cost is only an estimate; the final cost will be established at the end of the construction. Verizon is regulated by the California Public Utilities Commission, which establishes how costs are reported and reconciled at the end of a job. Verizon will relocate its facilities within the franchise area at no cost to the City. City has possession of the replacement easement for Verizon.

**FINANCIAL IMPACT**

The estimated cost of the agreement is \$520,787.87, and the final cost will be reconciled after Verizon completes its work. There are sufficient appropriations in Project 873114 (Hwy 101 - Rice Interchange) to fund this request.

CD

Attachment #1 - Utility Agreement No. A-6900

**CITY OF OXNARD  
UTILITY AGREEMENT**

City Agreement No. A-6900

Dist.	Co.	Rte.	K.P.	E.A.
07	VEN	101	31.2 to 33.2	003431
<b>Federal Aid No.:</b> Not applicable				
<b>Owner's File: Work Order No. 0722 – 8P0A0BD</b>				
<b>Federal Participation:</b> On the Project: <input checked="" type="checkbox"/> Yes No				
On the Utilities: Yes <input checked="" type="checkbox"/> No				

**UTILITY AGREEMENT NO. A-6900**

This Agreement for relocation of the telephone facilities ("Agreement") is made and entered into in the County of Ventura, State of California, this day of , 2009, by and between the City of Oxnard, a municipal corporation, hereinafter called "CITY," and Verizon California Inc. hereinafter called "OWNER."

CITY proposes to construct Route 101 Rice Avenue/Santa Clara Avenue interchange improvements and realign Ventura Boulevard, Project Specification No. PW03-19 (the "Project") pursuant to a Cooperative Agreement between CITY and the State of California (hereinafter called "STATE") dated September 2, 1998. OWNER owns and maintains telephone facilities located at Rice Avenue/Santa Clara Avenue, City of Oxnard, Route VEN-101 that are within the limits of CITY'S Project and require relocation to accommodate the Project. CITY and OWNER executed a stipulation for entry of interlocutory judgment in Ventura County Superior Court Case No. CIV 237760 dated June 13, 2007 ("Stipulation"), in which the parties agreed to a method of allocating the costs of relocation within the area of the Project shown on Exhibit A, attached hereto and incorporated herein by reference.

**CITY and OWNER mutually agree that:**

**I. WORK TO BE DONE**

- A. In accordance with Notice to Owner No. VZ 001 PW03-19 dated February 5, 2009, OWNER shall relocate telephone facilities located at Rice Avenue/Santa Clara Avenue, City of Oxnard, Route VEN-101 in order to allow the Project to proceed ("Owner's Work"). OWNER shall perform the work of cable relocation, and such work shall be referred to herein as "Owner's Portion of Owner's Work." CITY shall perform the work or cause a third party to perform the work of installing the cable substructure (trench), and such work shall be referred to herein as "City's Portion of Owner's Work."
- B. Owner's Work shall be performed substantially in accordance with plans (hereinafter "the Plans") labeled as W.O. 8P0A0BD, dated June 13, 2008, consisting of 2 sheets; and plans labeled as W.O. 7P0A0AC dated June 5, 2008, consisting of 1 sheet; and plans labeled as W.O. 7P0A0AA dated May 14, 2008, consisting of 4 sheets. Location is Highway 101 at Rice Avenue/Santa Clara City of Oxnard—Ventura County.
- C. Copies of OWNER's general work order and drawing work orders are on file in the City of Oxnard Development Services Department, Transportation Planning Program, 214 South C

Street, Room 307, Oxnard, CA 93030. Deviations from the Plans initiated by either CITY or OWNER shall be agreed upon by both parties and CITY shall issue a revised Notice to Owner. Revised Notices to Owner approved by CITY and acknowledged by OWNER shall constitute an approved revision of the Plans. No work deviating from the Plans shall commence before OWNER receives such an approved revision of the Plans. If an approved revision to the Plans changes the scope of work therein and affects CITY's share of the cost of Owner's Work, such revision shall not become effective until Section VIIF of this Agreement is amended to revise the estimated cost of Owner's Work to CITY and CITY has paid CITY's share of the additional cost of Owner's Portion of Owner's Work pursuant to Section IVA of this Agreement. All costs of Owner's Work that are not identified as CITY's liability will be charged to OWNER.

## II. LIABILITY FOR WORK

- A. Liability for the cost of Owner's Work is 100 percent City within the area identified in Exhibit A and established by Stipulation.
- B. Owner's Work requires the abandonment of OWNER's existing easement and the acquisition of a new easement, as shown in Exhibit A. At CITY's expense, CITY has acquired the new easement shown in Exhibit A and will provide OWNER with a deed for such easement. Any other easements acquired by CITY for OWNER outside the area shown in Exhibit A may be purchased by OWNER at CITY's cost if mutually beneficial to do so, and CITY will provide OWNER with a deed for such easements.

## III. PERFORMANCE OF WORK

- A. OWNER agrees to perform Owner's Portion of Owner's Work with its own forces or to cause such work to be performed by OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools and equipment required therefore, and to prosecute said work diligently to completion.
- B. Prevailing Wage Requirements for Contracted Work

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

## IV. PAYMENTS FOR WORK

- A. CITY shall pay the balance due of the estimated cost to CITY of Owner's Portion of Owner's Work identified in Section VII within 90 days of approval of this Agreement.

- B. It is understood and agreed that CITY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to CITY for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.
- C. OWNER shall submit a final bill to CITY within 360 days after the completion of Owner's Portion of Owner's Work. If the final bill is more than the estimated cost of CITY's share of Owner's Portion of Owner's Work, CITY shall pay its share of the actual cost of the work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization or prepared on OWNER's letterhead, compiled on the basis of the actual cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission, or Federal Communications Commission, whichever is applicable. If the final bill is less than CITY's share of the estimated cost of Owner's Portion of Owner's Work, OWNER shall, when submitting the final bill to CITY, refund to CITY the difference between the final bill and the estimated cost. If OWNER does not submit a final bill to CITY and the actual cost of CITY's share of Owner's Portion of Owner's Work is less than the estimated cost paid by CITY, OWNER shall refund the difference between the actual cost and the estimated cost to CITY within 360 days after the completion of the work.
- D. If CITY has not received a final bill within 360 days after notification of completion of Owner's Portion of Owner's Work described in Section I of this Agreement, and CITY has delivered to OWNER fully executed deeds, Consents to Common Use, or Joint Use Agreements as required for OWNER's facilities, CITY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that payment for all remaining costs will be deemed to have been abandoned by OWNER.
- E. OWNER's final cost billing shall be in the form of an itemized statement of the total costs and credits applied to CITY's share of Owner's Portion of Owner's Work, including a credit for CITY's share of the estimated cost paid by CITY. However, CITY shall not pay final bills that exceed the estimated cost to CITY for Owner's Portion of Owner's Work set out in Section VIIF of this Agreement without documentation of the reason for the increase of said cost from OWNER. If the final bill exceeds the estimated cost to CITY solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.
- F. If the final bill exceeds 125% of the estimated cost of CITY's share of Owner's Portion of Owner's Work, as set out in Section VII of this Agreement, an amended Agreement shall be executed by the parties to this Agreement before payment of OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of CITY.

- G. Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final bill and will be available for audit by CITY, STATE, and federal auditors. OWNER agrees to comply with audit principles and standards as set forth in 48 CFR, Chapter 1, Part 31.

#### **V. INSURANCE**

- A. OWNER shall obtain and maintain during the performance of Owner's Portion of Owner's Work the insurance coverages as specified in Exhibit INS-E, attached hereto and incorporated herein by this reference, issued by a company satisfactory to CITY's Risk Manager, unless CITY's Risk Manager waives, in writing, the requirement that OWNER obtain and maintain such insurance coverages.
- B. OWNER shall, prior to performance of Owner's Portion of Owner's Work, file with CITY's Risk Manager evidence of Owner's insurance coverage as specified in Exhibit INS-E. Evidence of insurance coverage shall be forwarded to CITY's Risk Manager, addressed as specified in Exhibit INS-E.
- C. Maintenance of proper insurance coverages by OWNER is a material element of this Agreement. OWNER's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

#### **VI. INDEMNITY**

- A. OWNER agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by OWNER or its agents, employees, contractors, consultants, subconsultants, subcontractors, and other persons acting on OWNER'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 OWNER or its agents, employees, subconsultants, contractors, subcontractors, consultants and other persons acting on OWNER's behalf would be held strictly liable.

#### **VII. GENERAL CONDITIONS**

- A. All costs accrued by OWNER as a result of CITY's request of October 11, 2005 and August 15, 2008 to review, study and/or prepare relocation plans and estimates for the Project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.
- C. If the Project is canceled or modified so as to eliminate the necessity of some or all construction and inspection work by OWNER and CITY respectively, CITY will notify OWNER in writing and CITY reserves the right to terminate this Agreement by amendment.

The amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

- D. OWNER shall submit a Notice of Completion to CITY within 30 days of the completion of the work described herein.
- E. It is understood that Highway 101 is a Federal aid highway and accordingly 23 CFR 645 is hereby incorporated into this Agreement.
- F. The estimated cost to CITY for its share of Owner's Work is \$520,787.87. Of that amount, \$347,896.87 is the estimated cost of Owner's Portion of Owner's Work, which CITY will pay to OWNER as set out in Section IVA, and \$172,890 is the estimated cost of City's Portion of Owner's Work, which City will bear.
- G. Easements will not be issued for Owner's Work performed within right of way owned by CITY or the County of Ventura. CITY will issue an encroachment permit for Owner's Work within CITY's right of way. OWNER shall comply with the County of Ventura's ordinances and regulations for Owner's Portion of Owner's Work within the County of Ventura's right of way.
- H. Either party may waive the satisfaction or performance of any terms or conditions of this Agreement that have been included in this Agreement for its benefit, so long as such waiver is in writing, specifies the waived term or condition and is delivered to the other party.
- I. All notices under this Agreement shall be in writing and shall be effective upon actual receipt, and shall be delivered by (a) personal delivery, (b) legible facsimile, provided that the sender receives confirmation of transmission, (c) reputable overnight courier, (d) United States registered or certified mail, return receipt requested, postage prepaid, or (e) email, provided that such email is followed within one (1) day with delivery by one of the other methods set forth in this Section VII.I, in each case address as follows:

If to OWNER:                      Verizon California Inc.  
201 Flynn Road  
Camarillo, CA 93012-8058  
Attention: Robert Musgrove  
Telephone: (805) 388-2240  
Facsimile: (805) 482-7588  
Email: Robert.musgrove@verizon.com

With a copy to:                      Verizon Corporate Resources Group, LLC  
Richard Stewart  
600 Hidden Ridge  
Irving, TX 75038

If to CITY:                   Development Services Department  
                                  Transportation Planning  
                                  Attention: Cynthia Daniels, Project Manager  
                                  214 South C Street, Room 307  
                                  Oxnard, CA 93030  
                                  Telephone: (805) 385-7871  
                                  Facsimile: (805) 385-3954  
                                  Email: Cynthia.daniels@ci.oxnard.ca.us

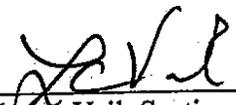
With a copy to:               City Attorney's Office  
                                  300 West Third Street  
                                  Oxnard CA 93030  
                                  Telephone: (805) 385-7483  
                                  Facsimile: (805) 385-7423

- J. This Agreement may be amended only by written agreement signed by both of the parties.
- K. Time and each of the terms and conditions of this Agreement are hereby expressly made of the essence.
- L. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- M. This Agreement shall be governed by the laws of the State of California, without reference to its choice of law provisions.
- N. The parties agree to execute all documents and instruments reasonably required in order to consummate the transactions contemplated in this Agreement.
- O. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against either of the parties. The language of this Agreement and all documents and instruments referred to in this Agreement have been prepared, examined, negotiated and revised by each party and its legal counsel, and no implication shall be drawn and no provision shall be construed against any party by virtue of the purported identity of the drafter of this Agreement. The section headings of this Agreement are for purposes of reference only and shall not be used for limiting or interpreting the meaning of any section of this Agreement. When required by the context, whenever the singular is used in this Agreement, the same shall include the plural, and the plural shall include the singular, the masculine gender shall include the feminine and neuter genders, and vice versa.

**CITY OF OXNARD:**

**OWNER**

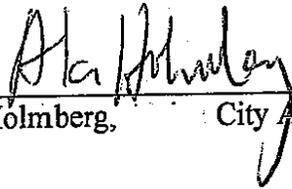
\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

  
\_\_\_\_\_  
Larry Vail, Section Manager  
Verizon California Inc.

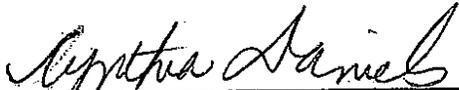
ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Cynthia Daniels, Project Manager

APPROVED AS TO CONTENT:

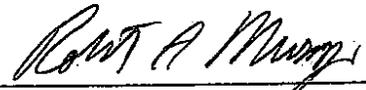
  
\_\_\_\_\_  
Robert Musgrove, Lead Network  
Engineer

EXHIBIT A

ATTACHMENT 1  
PAGE 9 OF 17

EXHIBIT "63-A"

LEGAL DESCRIPTION

That portion of Parcel "D" of the Resubdivision of Subdivisions 45, 46 and part of 49, Rancho el Rio de Santa Clara o'la Colonia, in the City of Oxnard, County of Ventura, State of California, as per map filed in Book 2, Page 43 of Records of Survey in the office of the County Recorder of said County, described as follows:

Beginning at the intersection of the easterly line of Parcel F110, as described in the Grant Deed recorded April 29, 1988, as Document No. 88-058919 of Official Records of Ventura County, being the easterly line of Rice Avenue, and the southerly line of the land described in the Grant Deed recorded December 23, 1963, in Book 2450, Page 16 of Official Records of Ventura County, being the southerly line of State Highway 101; thence along the southerly boundary of said State Highway 101 by the following five courses: North 70°33'35" East 44.180 meters; thence North 78°05'51" East 49.140 meters; thence South 88°55'52" East 62.265 meters; thence South 87°08'53" East 216.762 meters; thence South 85°56'18" East 165.076 meters; thence North 87°05'10" West 199.953 meters; thence South 88°45'13" West 47.700 meters to the True Point of Beginning of this description; thence,

- 1st: South 88°45'13" West 167.785 meters; thence,
- 2nd: South 83°20'41" West 112.984 meters; thence,
- 3rd: South 42°18'32" West 9.052 meters to the intersection with the easterly line of said Rice Avenue; thence along said easterly line,
- 4th: South 1°16'23" West 100.862 meters; thence,
- 5th: South 11°01'08" East 36.225 meters; thence,
- 6th: South 8°43'19" East 61.809 meters; thence,
- 7th: South 3°21'23" West 69.954 meters; thence,
- 8th: South 88°44'12" East 3.002 meters to the intersection with a line, parallel with and 3.000 meters easterly of, measured at right angles, the line hereinabove described in the seventh course of this description; thence along said parallel line,
- 9th: North 3°21'23" East 70.162 meters to the intersection with a line, parallel with and 3.000 meters easterly of, measured at right angles, the line hereinabove described in the sixth course of this description; thence along said parallel line,

- 10th: North  $8^{\circ}43'19''$  West 62.186 meters to the intersection with a line, parallel with and 3.000 meters easterly of, measured at right angles, the line hereinabove described in the fifth course of this description; thence along said parallel line,
- 11th: North  $11^{\circ}01'08''$  West 35.962 meters to the intersection with a line, parallel with and 3.000 meters easterly of, measured at right angles, the line hereinabove described in the fourth course of this description; thence along said parallel line,
- 12th: North  $1^{\circ}16'23''$  East 93.484 meters to the beginning of a tangent curve, concave southeasterly and having a radius of 12.000 meters, the easterly terminus of said curve being tangent with a line, parallel with and 3.000 meters southerly of, measured at right angles, the line hereinabove described in the second course of this description; thence,
- 13th: Northerly along said curve an arc distance of 17.189 meters through a central angle of  $82^{\circ}04'18''$ ; thence tangent to said curve and along said parallel line,
- 14th: North  $83^{\circ}20'41''$  East 105.787 meters to the intersection with a line, parallel with and 3.000 meters southerly of, measured at right angles, the line hereinabove described in the first course of this description; thence along said parallel line,
- 15th: North  $88^{\circ}45'13''$  East 167.643 meters to the intersection with a line, passing through the True Point of Beginning of this description and having a bearing of South  $1^{\circ}14'47''$  East; thence along said line,
- 16th: North  $1^{\circ}14'47''$  West 3.000 meters to the True Point of Beginning of this description.

Fred E. Carpenter 1-13-04  
Fred E. Carpenter Date  
L.S. 3891 (Expires 6/30/04)





**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS  
(WITH 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 with coverage equivalent to Insurance Services Offices Commercial General Liability form, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 annual aggregate;

b. Commercial Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each accident. Coverage shall include all owned, non-owned and hired motor vehicles with coverage equivalent to Insurance Services Office Automobile Liability form;"

c. Not Applicable.

d. Not Applicable.

e. Not Applicable.

f. 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 each accident/disease/policy limit.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on the attached forms or on other forms reasonably approved by the Risk Manager. All certificates are to be received and approved by the Risk Manager before work commences. Upon request by the City the Contractor will make its policies available for review in the Risk Management Department of its Corporate Headquarters located at One Verizon Way, Basking Ridge, New Jersey. The certificates of insurance shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard  
Risk Manager  
Reference No. A-6900  
300 West Third Street, Suite 302  
Oxnard, California 93030

3. Contractor agrees that all insurance coverages shall be provided by a California authorized or approved insurance carrier with an A.M. Best rating of A-:VII or better. The certificate shall contain a provision stating that the insurer or its authorized representative shall provide thirty (30) days prior written notice of intent to non-renew, cancellation or material adverse change to City of Oxnard, except that ten (10) day notice for nonpayment of premium shall apply;

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall include City, its City Council, officers, employees and volunteers as additional insureds as their interest may appear under the Broad Additional Insured endorsement to be issued with the certificate of insurance, 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.

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. If, at any time in the future, the Contractor maintains any deductibles or self-insured retentions the Contractor agrees to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses that may be below such deductible or self-insured retention.

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.

1/09

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

INS-E.doc

# ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

<b>PRODUCER</b>		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	<b>COMPANIES AFFORDING INSURANCE COVERAGE</b>
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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input checked="" type="checkbox"/> 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) \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> 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, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000 Course of Construction Completed Value of Project

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

CERTIFICATE HOLDER  
City of Oxnard  
Attn: Risk Manager  
Reference No. A-6900  
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

**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 \_\_\_\_\_ 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:

**TYPE OF INSURANCE**

CITY AGREEMENTS/PERMITS \_\_\_\_\_

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

Claims Made  
Retroactive Date \_\_\_\_\_  
Occurrence

**OTHER PROVISIONS**

**COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE	AGGREGATE

GENERAL  
PRODUCTS/COMPLETED OPERATIONS  
PERSONAL & ADVERTISING INJURY  
FIRE DAMAGE

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

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

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

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

**ENDORSEMENT HOLDER**

**CITY OF OXNARD**  
Attn: Risk Manager  
Reference No. A-6900  
300 W. Third Street, Suite 302  
Oxnard, CA 93030

**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 \_\_\_\_\_

ATTACHMENT 1  
PAGE 16 OF 27

**UTOMOBILE LIABILITY SPECIAL ENDORSEMENT**  
**JR 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

**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: ( ) \_\_\_\_\_

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

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

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

**ENDORSEMENT HOLDER**

**CITY OF OXNARD**  
Attn: Risk Manager  
Reference No. A-6900  
300 W. 3rd Street, Suite 302  
Oxnard, CA 93030

**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 \_\_\_\_\_