DATE: February 19, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Award Agreement A-8112 On-Call Asphalt and Concrete Repairs Agreement to Paveco Construction.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council award and authorize the Mayor to execute Agreement A-8112 with Paveco Construction, Inc., for a three year term for an amount up to $225,000 for on-call concrete and asphalt repair services.

BACKGROUND

The Water Division, in the course of repairing pipeline breaks, must trench streets and sidewalks. The Division is only able to make temporary repairs to the streets and sidewalks. Typical patch work are small in nature, averaging four feet by four feet; however, the Division does not have the equipment or personnel to perform permanent repairs. Currently, there is a backlog in the number of permanent repairs to be performed. The quantity of work required to catch up would exceed the force account limit for in-house projects.

The work for this project includes furnishing all labor, materials, equipment and other incidentals to provide on-call concrete and asphalt repairs and street striping services. The work under this agreement will be at prevailing wage rates and through task orders issued by a project manager prior to the start of any work.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on October 11, 2018, and
all bids were due on October 30, 2018. The bid requested rates and costs on a variety of services for the purpose of evaluation and these rates will be utilized in the final agreement. The City received the bids listed below based on the requested rates and costs (as more fully detailed in the attached Bid Tabulation):

<table>
<thead>
<tr>
<th>Company</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Paveco Construction, Inc.</td>
<td>$434.00</td>
</tr>
<tr>
<td>Central Coast Engineering</td>
<td>$481.25</td>
</tr>
<tr>
<td>Hardy and Harper, Inc.</td>
<td>$563.00</td>
</tr>
<tr>
<td>Toro Enterprises, Inc.</td>
<td>$2,215.00</td>
</tr>
<tr>
<td>Ward Corporation</td>
<td>$2,549.95</td>
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</tbody>
</table>

The lowest bidder is Paveco Construction, Inc. (Paveco) and its bid is responsive to the City’s NIFB. Following this determination, staff reviewed all documentation received from Paveco. 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). Staff has no reason at this time to believe that Paveco is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this project to Paveco.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Sufficient funds are included in the FY18-19 Water Operation Contract (account No. 601-6010-842-8209) for this agreement. All other work to be performed will require the Department staff to review and verify funding availability prior to commencing the work.

COMMITTEE OUTCOME

The Public Works & Transportation Committee voted 3-0 on 1/22/2019 to approve staff recommendation and to forward the item for Council Approval.

Prepared by Renee Hatcher, Construction Projects Coordinator

ATTACHMENTS:
Attachment A - Bid Tabulation

Attachment B - Agreement A-8112 with Paveco Construction, Inc.
This is a tabulation of bid results not an offer of award or contract. The City reserves the right to reject all bids.

**ON-CALL CONCRETE AND ASPHALT REPAIRS PROJECT PW 19-14**

**Owner:** City of Oxnard

**Bid Opening:** 10/16/18

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item Description</th>
<th>Unit</th>
<th>1-99 sf</th>
<th>100-200 sf</th>
<th>201+ sf</th>
<th>1-99 sf</th>
<th>100-200 sf</th>
<th>201+ sf</th>
<th>1-99 sf</th>
<th>100-200 sf</th>
<th>201+ sf</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost per square foot for 6-inch asphalt dig out and repairs</td>
<td>SF</td>
<td>$30.50</td>
<td>$20.50</td>
<td>$17.50</td>
<td>$68.50</td>
<td>$32.20</td>
<td>$31.05</td>
<td>$28.75</td>
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<td>2</td>
<td>Cost per square foot 12-inch asphalt dig out and repairs</td>
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<td>$23.50</td>
<td>$86.50</td>
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<td>$29.32</td>
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<td>3</td>
<td>Cost per square foot for 4-inch sidewalk repairs</td>
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<td>$20.00</td>
<td>$17.50</td>
<td>$62.50</td>
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<td>4</td>
<td>Cost per square foot for minor concrete repairs (driveway, cross gutter and spandrel, curb ramps)</td>
<td>SF</td>
<td>$32.50</td>
<td>$27.50</td>
<td>$21.50</td>
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<td>5</td>
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<tr>
<td>6</td>
<td>Cost per linear foot of concrete curb and gutter repairs</td>
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**TOTAL AMOUNT SUBMITTED**

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<thead>
<tr>
<th>Paveco Construction, Inc.</th>
<th>Central Coast Engineering</th>
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<tr>
<td>$434.00</td>
<td>$481.25</td>
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**TOTAL AMOUNT VERIFIED**

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<tr>
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<td>$434.00</td>
<td>$481.25</td>
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<table>
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<tr>
<th>Subcontractors List</th>
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<td>None</td>
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<td>#3</td>
<td>Total of Rates</td>
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<td>Evaluation Quantity</td>
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<td>$110.00</td>
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<td></td>
<td>$563.00</td>
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</tbody>
</table>

Subcontractors
- List None
- List None
- List None

Toro Enterprises, Inc.
1312 E. Warner Avenue
Santa Ana, CA 92705
2101 E. Ventura Blvd.
Oxnard, CA 93036
P. O. Box 715
Santa Paula, CA 93061

Hardy & Harper, Inc.
Toro Enterprises, Inc.
Ward Corporation
CITY OF OXNARD CONTRACT FOR
THE ON-CALL CONCRETE AND ASPHALT REPAIRS PROJECT PW 19-14

THIS CONTRACT ("Contract") is made and entered this ______ day of _____________, 20___
(“Effective Date”), by and between the CITY OF OXNARD, a California municipal corporation ("City")
and PAVECO CONSTRUCTION, INC. (“Contractor”). Contractor’s license number is 515002.

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. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the
project identified as The On-Call Concrete and Asphalt Repairs Project PW 19-14 (“Project”), as
described in this Contract and in the Contract Documents, throughout the Contract Term.

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, which in any case shall not exceed two hundred twenty five thousand
dollars ($225,000).

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

Tim Flynn, Mayor
Alexander Nguyen, City Manager
Rosemarie Gaglione, Public Works Director
Lisa Boerner, Purchasing Manager

PAVECO CONSTRUCTION, INC.

Patricia Fleming, President

Robert Fleming, Secretary

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required)

1 The City Council must authorize and the Mayor must sign a public project agreement over $175,000 annually. The City Manager may authorize and sign any agreement up to $175,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to $100,000 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; 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.
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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

   City of Oxnard
   Insurance Compliance
   Reference No. A-8112
   P.O. Box 100085 – OX
   Duluth, GA 30096
   Via Email: cityofoxnard@ebix.com
   Via Fax: 678-259-1007

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
Agreement No: A-8112

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.

1/19
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.

INS-G.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

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.

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<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
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<td>[ ] COMMERCIAL GENERAL LIABILITY</td>
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<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>DISEASE-EACH EMPLOYEE</td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>OTHER</td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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**  
Attn: Insurance Compliance  
Reference No. A-8112  
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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

### AUTHORIZED REPRESENTATIVE

---

Rev. 1/19  
INS-G.doc  
Packet Pg. 58
GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the City)

PRODUCER

Telephone:

NAMED INSURED

Telephone:

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE

☐ CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name:
Address:
Telephone:

CLAIMS LIMITS IN THOUSANDS $ 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:

2.1 Insurance Services Office Commercial General Liability Coverage, occurrence form CG0001; or

2.2 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
Att: Insurance Compliance
Reference No A-8112
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityfoxnard@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)

PRODUCER

Policy Information:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
Loss Adjustment Expense ☐ Included in Limits
☐ In Addition to Limits

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

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

Limit of Liability

$ per accident, for bodily injury and property damage.

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; and 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:

2.1 Insurance Services Office Automobile Liability Coverage, occurrence form CA0001, code (any auto); or
2.2 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. A-8112
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 __________
PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard (“Agency”), State of California, has awarded to __________
(Name and address of Contractor)
a contract (the “Contract”) for the Work described as The On-Call Concrete and Asphalt Repairs
Project PW 19-14 (the “Project”).

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

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

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

The Project shall be considered “accepted” for the purposes of triggering Bond deadlines at the
Contractor’s final completion of all Tasks, the City’s acceptance of all Tasks, and the end of the
Contract Term, whichever occurs last. Upon expiration of the time within which the California
Labor Commissioner may serve a civil wage and penalty assessment against the principal, any
of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 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"  

________________________________________________________________________

________________________________________________________________________

By: ______________________________  By: ______________________________

Its: _____________________________  Its: _____________________________

________________________________________________________________________

________________________________________________________________________

By: ______________________________  By: ______________________________

Its: _____________________________  Its: _____________________________

________________________________________________________________________

________________________________________________________________________

Note: This Bond must be executed in duplicate and dated, all 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.

11
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to __________________________
__________________________________________ ("Principal")
(Name and address of Contractor)
a contract (the "Contract") for the Work described as The On-Call Concrete and Asphalt Repairs
Project PW 19-14 (the "Project").

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

NOW, THEREFORE, we, the undersigned Principal, and __________________________
__________________________________________ (Name and address of Surety)
a corporation organized and existing under the laws of the State of __________________
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are
held and firmly bound unto the Agency in the penal sum of ________________________
Dollars ($__________), this amount being not less than a hundred percent (100%) of the total Contract Price, in lawful
money of the United States of America, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and
severally, firmly by these presents.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the Contract, including all incorporated documents, or of the Work to be
performed under any Task Order shall in any way affect the Surety’s obligations under this
Bond. The Surety hereby waives notice of any such change, extension of time, alteration or
addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives
California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: ______________________________

“Principal”

__________________________________

__________________________________

By: ________________________________

Its: ________________________________

By: ________________________________

Its: ________________________________

“Surety”

__________________________________

__________________________________

By: ________________________________

Its: ________________________________

By: ________________________________

Its: ________________________________

(Seal) (Seal)

Note: This Bond must be executed in duplicate and dated, all 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.
CITY OF OXNARD

BID SHEETS FOR THE ON-CALL CONCRETE AND ASPHALT REPAIRS PROJECT
PW 19-14

Bidder's Name: Paveco Construction, Inc.

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, materials, 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:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>EVALUATION QUANTITY</th>
<th>TOTAL OF RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost per square foot for 6-inch asphalt dig out and repairs</td>
<td>SF</td>
<td>1-99 SF $30.50</td>
<td>100-200 SF $20.50</td>
</tr>
<tr>
<td>2</td>
<td>Cost per square foot for 12-inch asphalt dig out and repairs</td>
<td>SF</td>
<td>1-49 SF $36.50</td>
<td>50-100 SF $26.50</td>
</tr>
<tr>
<td>3</td>
<td>Cost per square foot for 4-inch sidewalk repairs</td>
<td>SF</td>
<td>20 SF $25.00</td>
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</tr>
<tr>
<td>4</td>
<td>Cost per square foot for minor concrete repairs (driveway, cross gutter and spandrel, curb ramps)</td>
<td>SF</td>
<td>20 LF $32.50</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Cost per square foot for traffic symbol painting.</td>
<td>SF</td>
<td>20 LF $20.00</td>
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<tr>
<td>6</td>
<td>Cost per linear foot of concrete curb and gutter repairs</td>
<td>LF</td>
<td></td>
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</table>

BID TOTAL $434.00
Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, 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:** $434.00

**BID PRICE IN WORDS:** Four Hundred and Thirty Four Dollars and Zero Cents.

Bidder acknowledges receipt of all addenda

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Date Received</th>
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<tbody>
<tr>
<td>#01</td>
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<tr>
<td>#02</td>
<td></td>
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<tr>
<td>#03</td>
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</tr>
</tbody>
</table>

**Bidder's Name (Company):** Paveco Construction, Inc.

**Signature:** [Signature]

**Print:** Greg Fleming

**Title:** Vice President

**Date:** 10/29/2018