DATE: January 15, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: First Amendment to the Trade Services Agreement with Mac Valley Oil Company to Deliver Gasoline and Diesel Fuels to City Sites.

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a First Amendment to agreement 8284-18-PW with Mac Valley Oil Company to extend the end date to June 30, 2019, and to approve a not to exceed amount of $1,554,000.

BACKGROUND

On July 1, 2015, the City issued a request for bids (RFB) for the delivery of bulk fuel (unleaded gasoline, clear diesel and red dye diesel), lubricants and antifreeze to City facilities operated by the Fire Department, Public Works Fleet Services Division, Public Works Wastewater Division, Public Works Environmental Resources Division and the River Ridge Golf Course. In accordance with the terms of the bid specifications, the City entered into separate purchase orders for the bulk fuel and the lubricants/antifreeze based on lowest bids received.

On December 8, 2015, the City Council approved Blanket Purchase Order (BPO) No. 5640 with Mac Valley Oil Company for bulk delivery of unleaded gasoline and diesel fuel for the 2016 calendar year with a not to exceed amount of $514,000. The first revision to the blanket purchase order was approved on October 25, 2016, extending the BPO to June 30, 2018, with a new not to exceed amount of $1,354,000.

Since this procurement includes on site delivery of hazardous materials (fuel), a purchase order was not the correct instrument of purchase, so on June 26, 2018, Council approved a trade
services agreement (TSA) for this purpose. The TSA incorporates the BPO and provides requirements of the vendor necessitated by the hazardous materials delivery. The recommendation requested an extension of the terms of Blanket Purchase Order No. 5640 through Trade Services Agreement No. 8284-18-PW and added an additional $200,000 to the Blanket Purchase Order for combined spending authority of $1,554,000.

DISCUSSION

At the time the Trade Services Agreement was prepared, staff inadvertently substituted the $200,000 figure into the compensation clause rather than the amount of $1,554,000. This Amendment seeks to remedy that error. To ensure continued fuel delivery, Agreement No. 8284-18-PW requires an amendment extending the agreement to June 30, 2019.

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

Adequate spending authority is available in the Council approved Blanket Purchase Order 5640 in the amount of $800,000. Funds are available in annual budgets to purchase fuel.

*Prepared by Brian Yanez, Assistant Public Works Director.*

ATTACHMENTS:

Attachment A - First Amendment
Attachment B - Agreement
Attachment C - BPO 5640
Agreement No. 8284-18-PW

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of __________, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Mac Valley Oil Company ("Vendor"). This First Amendment amends the Agreement entered into on June 26, 2018, by City and Vendor.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "December 31, 2018," is hereby amended to "June 30, 2019."

2. In Section 4 of the Agreement, the not to exceed amount of "$200,000" is hereby amended to "$1,554,000."

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]
IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

[ ] Tim Flynn, Mayor[1] Date
[ ] Alexander Nguyen, City Manager
[ ] Lisa Boerner, Purchasing Manager
[ ] Buyer

MAC VALLEY OIL COMPANY

[ ] Peter Hong, President Date

ATTEST:

[ ] Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

Comment [SK13]: Enter full legal name of Consultant, Contractor or Vendor. Make sure the entire name is capitalized and is the same as whatever is used in the agreement, in all prior amendments and in what you used above.

Comment [SK14]: Write the full legal name of the signer and his or her official title. For a corporation, this must be the Board President, Board Vice President, or CEO. For an LLC, this must be a person with the title of Manager. For a partnership, this must be a person with the title of Partner, and if the partnership is a limited partnership, the signer must have the title of General Partner. If the company wants someone else to sign, please submit to the City Attorney legally-binding documentation stating who can sign and bind the company.

Comment [SK15]: Fill in the name of the Buyer (Patricia Garcia, Marisela Hart or)

Comment [SK16]: Write the full legal name of the signer and his or her official title. For a corporation, this must be the Board Secretary (not any secretary), Board Assistant Secretary, CFO or Assistant Treasurer. For an LLC, this must be a person with the title of Manager. For a partnership, this must be a person with the title of Partner, and if the partnership is a limited partnership, the signer must have the title of General Partner. If the company wants someone else to sign, please submit to the City Attorney legally-binding documentation stating who can sign and bind the company.

1 The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

ENTER FIRST AMENDMENT TO TRADE SERVICES AGREEMENT (V-11/29/18)
AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS
EFFECTIVE ON 7/1/17)

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this ______ day of __________, 2018, by and between the City of Oxnard ("City") and Mac Valley Oil Company ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services, including providing all labor, materials and equipment therefor: delivery of bulk unleaded gasoline and diesel fuel to various City locations, in accordance with Exhibit A (Schedule and Scope of Services), which is attached hereto and incorporated herein by this reference (the “Services”).

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on the date first written above, and shall end on December 31, 2018 ("Agreement Term"). City may terminate this Agreement at any time, with or without cause and without penalty, 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 the 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. City shall pay Vendor an amount not to exceed $200,000 for the Services performed during the term of this Agreement, in accordance with Exhibit B (Rate Schedule), which is attached hereto and incorporated herein by this reference. Vendor’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. Vendor shall compensate all of its employees in accordance with the City’s Living Wage Policy.
a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit C. While this Agreement is in effect, Vendor shall pay such employee no less than $15.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2018, 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. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor’s performance of this Agreement or Vendor’s failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Vendor’s obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

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

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

8. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in Exhibit INS-C, 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 the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-C.

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.

9. In performing the 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.

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

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

12. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

AGREEMENT FOR TRADE SERVICES (V01/29/15)
13. This Agreement may be amended only by a written document signed by both City and Vendor.

14. Any notices to Vendor may be delivered personally or by mail addressed to: Mac Valley Oil Company, 100 N. Del Norte Blvd., Oxnard, CA 93030. Attn: Chris Do. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Fleet Services, 1060 Pacific Avenue, Oxnard, CA 93030. Attn: Bill Birch.

15. 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.

16. 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 the 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.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on next page]
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

Tim Flynn, Mayor
(if agreement is $250,000.01 or more)

Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)

Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion, City Clerk
(if agreement is $250,000.01 or more)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney
(required for any agreement amount)

APPROVED AS TO CONTENT:

Thien Ng, Asst. Public Works Director
(required for any agreement amount)

Rosemarie Caggione,
Public Works Director
(if agreement is $25,000.01 or more)

Jesus Nava, Assistant City Manager

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager
(if agreement is $250,000.01 or more)

APPROVED AS TO INSURANCE:

Mike More, Risk Manager
(required for any agreement

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.

PLEASE DO NOT REMOVE THIS BOX
EXHIBIT A
SCHEDULE AND SCOPE OF SERVICES

Provide bulk fuel delivery prices for all referenced fuel types for the City’s current and future tanks. City’s representative shall order, if delivery is not regularly scheduled, on an “as-needed” basis by means of a phone call to the Vendor. Maximum response time by Vendor for delivery of this fuel shall be 24 hours (not three 8-hour business days). The City anticipates ordering approximately fifty (50) gallons of unleaded gasoline to its Environmental Resources (ER) facility and Diesel Exhaust Fluid (DEF) to Fire Station 7 at 3300 Turnout Park Circle, Oxnard, CA., 93036, among other as-needed deliveries. The City reserves the right to add or delete delivery sites and fuel types as needed during the course of the contract. City-observed holidays when facilities are closed are excluded.

Estimated Quantities: The annual quantities listed below are estimates only. The City shall not be penalized for purchasing more or less than the quantities listed. All gasoline and diesel, delivered under this contract shall meet the latest requirements of the California Air Resources Board (CARB), Federal, State, and local governments as well as fuel industries laws, codes, requirements, standards, and guidelines currently in force and any of those put in force during the contract period. Particular attention shall be paid to the American Society of Testing and Materials (ASTM) laws, regulations, and standards.

<table>
<thead>
<tr>
<th>Location and Address</th>
<th>Type of Fuel</th>
<th>Capacity per Tank (Gallons)</th>
<th>Estimated Annual Quantity (Gallons)</th>
<th>Delivery Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Resources (ER)</td>
<td>Red Dye Diesel</td>
<td>1,500</td>
<td>41,500</td>
<td>Weekly</td>
</tr>
<tr>
<td>111 Del Norte Boulevard</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Oxnard, CA 93030</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Fire Station 1</td>
<td>Unleaded Gasoline</td>
<td>500</td>
<td>5,000</td>
<td>Every other week</td>
</tr>
<tr>
<td>491 South “K” Street</td>
<td></td>
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<tr>
<td>Oxnard, CA 93030</td>
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<tr>
<td>Fire Station 2</td>
<td>Clear Diesel</td>
<td>1,500</td>
<td>8,500</td>
<td>Every other week</td>
</tr>
<tr>
<td>531 East Pleasant Valley Road</td>
<td></td>
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<td></td>
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<td>Oxnard, CA 93033</td>
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<tr>
<td>Fire Station 3</td>
<td>Clear Diesel</td>
<td>500</td>
<td>3,400</td>
<td>Every other week</td>
</tr>
<tr>
<td>150 Hill Street</td>
<td></td>
<td></td>
<td></td>
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<td>Oxnard, CA 93033</td>
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</tr>
<tr>
<td>Fire Station 4</td>
<td>Clear Diesel</td>
<td>1,000</td>
<td>3,300</td>
<td>Every other week</td>
</tr>
<tr>
<td>230 West Vineyard Avenue</td>
<td></td>
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<tr>
<td>Fire Station 5</td>
<td>Clear Diesel</td>
<td>500</td>
<td>3,100</td>
<td>Every other week</td>
</tr>
<tr>
<td>1450 Colonia Road</td>
<td></td>
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<td>Oxnard, CA 93030</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Fuel Type</td>
<td>Quantity</td>
<td>Frequency</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
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<td>--------------------</td>
<td></td>
</tr>
<tr>
<td>Fire Station  6</td>
<td>Clear Diesel</td>
<td>1,000</td>
<td>Every other week</td>
<td></td>
</tr>
<tr>
<td>2601 Peninsula Road</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Fire Station 8</td>
<td>Unleaded</td>
<td>250</td>
<td>Every other week</td>
<td></td>
</tr>
<tr>
<td>3000 South Rose Avenue</td>
<td>Gasoline</td>
<td></td>
<td></td>
<td></td>
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<td>Oxnard, CA 93033</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clear Diesel</td>
<td>750</td>
<td></td>
<td>Every other week</td>
<td></td>
</tr>
<tr>
<td>River Ridge Golf Course</td>
<td>Unleaded</td>
<td>240</td>
<td>Twice a week</td>
<td></td>
</tr>
<tr>
<td>2501 North Ventura Road</td>
<td>Gasoline*</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Oxnard, CA 93036</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red Dye Diesel*</td>
<td>240</td>
<td></td>
<td>Twice a week</td>
<td></td>
</tr>
<tr>
<td>Wastewater Treatment Plant</td>
<td>Unleaded</td>
<td>10,000</td>
<td>Twice a year</td>
<td></td>
</tr>
<tr>
<td>6001 Perkins Road</td>
<td>Gasoline</td>
<td></td>
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<td></td>
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<tr>
<td>Oxnard, CA 93033</td>
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</tr>
</tbody>
</table>

*Vendor shall provide River Ridge Golf Course with above-ground tanks for these fuel types as well as electric gasoline/diesel pumps for the tanks. All other City locations have their own above-ground fuel tanks.

Summary of estimated annual quantities detailed above:

<table>
<thead>
<tr>
<th>Fuel Type</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unleaded</td>
<td>30,600 gallons</td>
</tr>
<tr>
<td>Clear Diesel</td>
<td>34,500 gallons</td>
</tr>
<tr>
<td>Red Dye Diesel*</td>
<td>47,600 gallons</td>
</tr>
<tr>
<td>Bio-diesel</td>
<td>10,000 gallons</td>
</tr>
</tbody>
</table>

Deliveries shall be made as follows:

- Environmental Resources (ER): Red dye diesel fuel shall be delivered, and tank topped off, regardless of quantity ordered, every week, to maintain, at minimum, 50% fuel in tank at all times.
- Oxnard Fire Stations: Fuel shall be delivered, and tanks topped off, regardless of quantity ordered, every other week, to maintain, at minimum, 50% fuel in all tanks at all times.
- River Ridge Golf Course: Fuel shall be delivered, and tanks topped off, twice a week.
- Wastewater Treatment Plant: Fuel shall be delivered, and tanks topped off, twice a year.

Deliveries shall be made by owned or contract motor carriers. Carriage vehicles shall be fully equipped. It is the responsibility of the Vendor to supply pumps, hoses, or whatever is needed to appropriately pump the fuel being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by Vendor, including product in spill containers.
## EXHIBIT B
### RATE SCHEDULE

RFB No. GS-R15-40 for Bulk Fuel, Lubricants, and Antifreeze

**MACVALLEY OIL COMPANY BIDS, WITH TAXES AND FEES**

*(All Amounts Are Per Gallon Unless Otherwise Indicated)*

<table>
<thead>
<tr>
<th>Environmental Resources</th>
<th>Fuel Bid Above OPIS</th>
<th>Federal LUST (CA sales taxable @ 2.75%)</th>
<th>Federal Oil Split Prev. Fee (CA sales taxable @ 2.75%)</th>
<th>State Excise Tax (CA sales taxable @ 2.75%)</th>
<th>Additional Local Poisoning Prev. Fee (CA sales taxable @ 2.75%)</th>
<th>All 32 BvW Surcharge (CA sales taxable @ 2.75%)</th>
<th>ORUCACR 3278001 (CA sales taxable @ 2.75%)</th>
<th>Big Over OPIS + Taxes &amp; Fees</th>
<th>Price per Gal. at Sample of 94.00/gal.</th>
<th>2.75% Sales Tax included</th>
<th>Estimated Annual Consumption (gals)</th>
<th>Annual Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.0193</td>
<td>0.0193</td>
<td>0.0193</td>
<td>0.0193</td>
<td>0.0193</td>
<td>0.0193</td>
<td>0.0193</td>
<td>0.0193</td>
<td>0.0193</td>
<td>2.75% Sales Tax included</td>
<td>0.0193</td>
<td>100.00</td>
</tr>
</tbody>
</table>

Note: RFBs, ORUC, and PACACR are not subject to Excise Taxes, unless used on highway.

| Fuel Bid Above OPIS | Federal LUST (CA sales taxable @ 9%) | Federal Oil Split Prev. Fee (CA sales taxable @ 9%) | State Excise Tax (CA sales taxable @ 9%) | Additional Local Poisoning Prev. Fee (CA sales taxable @ 9%) | All 32 BvW Surcharge (CA sales taxable @ 9%) | ORUCACR 3278001 (CA sales taxable @ 9%) | Big Over OPIS + Taxes & Fees | Price per Gal. at Sample of 94.00/gal. | 9% Sales Tax as Applicable | Estimated Annual Consumption (gals) | Annual Expense |

|                         | 0.0160              | 0.0160                                 | 0.0160                                              | 0.0160                           | 0.0160                                          | 0.0160                           | 0.0160                          | 0.0160                           | 0.0160                                 | 9% Sales Tax as Applicable | 0.0160                      | 100.00 |

Note: RFBs, ORUC, and PACACR are not subject to Excise Taxes, unless used on highway.

## Other Fuel Sources

<table>
<thead>
<tr>
<th>Environmental Resources</th>
<th>Fuel Bid Above OPIS</th>
<th>Federal LUST (CA sales taxable @ 2.75%)</th>
<th>Federal Oil Split Prev. Fee (CA sales taxable @ 2.75%)</th>
<th>State Excise Tax (CA sales taxable @ 2.75%)</th>
<th>Additional Local Poisoning Prev. Fee (CA sales taxable @ 2.75%)</th>
<th>All 32 BvW Surcharge (CA sales taxable @ 2.75%)</th>
<th>ORUCACR 3278001 (CA sales taxable @ 2.75%)</th>
<th>Big Over OPIS + Taxes &amp; Fees</th>
<th>Price per Gal. at Sample of 94.00/gal.</th>
<th>2.75% Sales Tax included</th>
<th>Estimated Annual Consumption (gals)</th>
<th>Annual Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.0193</td>
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<td>0.0193</td>
<td>2.75% Sales Tax included</td>
<td>0.0193</td>
<td>100.00</td>
</tr>
</tbody>
</table>

Note: RFBs, ORUC, and PACACR are not subject to Excise Taxes, unless used on highway.

| Fuel Bid Above OPIS | Federal LUST (CA sales taxable @ 9%) | Federal Oil Split Prev. Fee (CA sales taxable @ 9%) | State Excise Tax (CA sales taxable @ 9%) | Additional Local Poisoning Prev. Fee (CA sales taxable @ 9%) | All 32 BvW Surcharge (CA sales taxable @ 9%) | ORUCACR 3278001 (CA sales taxable @ 9%) | Big Over OPIS + Taxes & Fees | Price per Gal. at Sample of 94.00/gal. | 9% Sales Tax as Applicable | Estimated Annual Consumption (gals) | Annual Expense |

|                         | 0.0160              | 0.0160                                 | 0.0160                                              | 0.0160                           | 0.0160                                          | 0.0160                           | 0.0160                          | 0.0160                           | 0.0160                                 | 9% Sales Tax as Applicable | 0.0160                      | 100.00 |

Note: RFBs, ORUC, and PACACR are not subject to Excise Taxes, unless used on highway.

| Fuel Bid Above OPIS | Federal LUST (CA sales taxable @ 9%) | Federal Oil Split Prev. Fee (CA sales taxable @ 9%) | State Excise Tax (CA sales taxable @ 9%) | Additional Local Poisoning Prev. Fee (CA sales taxable @ 9%) | All 32 BvW Surcharge (CA sales taxable @ 9%) | ORUCACR 3278001 (CA sales taxable @ 9%) | Big Over OPIS + Taxes & Fees | Price per Gal. at Sample of 94.00/gal. | 9% Sales Tax as Applicable | Estimated Annual Consumption (gals) | Annual Expense |

|                         | 0.0160              | 0.0160                                 | 0.0160                                              | 0.0160                           | 0.0160                                          | 0.0160                           | 0.0160                          | 0.0160                           | 0.0160                                 | 9% Sales Tax as Applicable | 0.0160                      | 100.00 |

Note: RFBs, ORUC, and PACACR are not subject to Excise Taxes, unless used on highway.

---

**Wastewater Treatment Plant**

| Fuel Bid Above OPIS | Federal LUST (CA sales taxable @ 9%) | Federal Oil Split Prev. Fee (CA sales taxable @ 9%) | State Excise Tax (CA sales taxable @ 9%) | Additional Local Poisoning Prev. Fee (CA sales taxable @ 9%) | All 32 BvW Surcharge (CA sales taxable @ 9%) | ORUCACR 3278001 (CA sales taxable @ 9%) | Big Over OPIS + Taxes & Fees | Price per Gal. at Sample of 94.00/gal. | 9% Sales Tax as Applicable | Estimated Annual Consumption (gals) | Annual Expense |

|                         | 0.0160              | 0.0160                                 | 0.0160                                              | 0.0160                           | 0.0160                                          | 0.0160                           | 0.0160                          | 0.0160                           | 0.0160                                 | 9% Sales Tax as Applicable | 0.0160                      | 100.00 |

Note: RFBs, ORUC, and PACACR are not subject to Excise Taxes, unless used on highway.
EXHIBIT C
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.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.

8. If 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

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit A. While this Agreement is in effect, Vendor shall pay such employee no less than $15.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.
CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2017

o 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 $15.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2018, 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.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.
EXHIBIT INS-C
INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(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, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $300,000 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. Course of Construction Insurance providing coverage for “all risks” of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. Workers’ Compensation Insurance in compliance with 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-C. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

3. 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-C or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

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

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

7. All insurance standards applicable to Contractor shall also be applicable to Contractor’s subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.
INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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**

**COMPANY**

LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

**COMPANY**

LETTER B

**COVERAGE**

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.

<table>
<thead>
<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>[x] COMMERCIAL GENERAL LIABILITY</td>
<td>[x] CLAIMS MADE [x] OCCUR [x] OWNER'S &amp; CONTRACTOR'S PROT.</td>
<td></td>
<td>GENERAL AGGREGATE $1,000,000</td>
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<td></td>
<td>PRODUCTS COMP/AGG $1,000,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>EACH OCCURRENCE $1,000,000</td>
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<td>FIRE DAMAGE (Any one fire) $</td>
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<td></td>
<td>MED. EXPENSE (Any one person) $</td>
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<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>[x] ANY AUTO</td>
<td>ALL OWNED AUTOS</td>
<td>SCHEDULED AUTOS</td>
<td>HIRED AUTOS</td>
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<td>PERSONAL INJURY (Per person) $</td>
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<td>BODILY INJURY (Per accident) $</td>
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<td>PROPERTY DAMAGE $</td>
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<td>OTHER THAN UMBRELLA FORM</td>
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<td>A</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>STATUTORY LIMITS</td>
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<td>EACH ACCIDENT</td>
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<td>DISEASE-EACH EMPLOYEE</td>
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<td>OTHER</td>
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<td></td>
<td>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</td>
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**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**

**CERTIFICATE HOLDER**

CITY OF OXNARD  
Attn: Insurance Compliance  
Reference No.  
P.O. Box 100085 - OX  
Duluth, GA 30096  
Via Email: cityfoxnard@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 SEND A WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION ON LIABILITY OR ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**
# GENERAL LIABILITY SPECIAL ENDORSEMENT

**FOR THE CITY OF OXNARD (the "City")**

## PRODUCER

<table>
<thead>
<tr>
<th>Telephone:</th>
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</table>

## NAMED INSURED

## TYPE OF INSURANCE

**GENERAL LIABILITY**
- [ ] COMMERCIAL GENERAL LIABILITY
- [ ] COMPREHENSIVE GENERAL LIABILITY
- [ ] OWNERS & CONTRACTORS PROTECTIVE

**Retroactive Date**

**Occurrence**

## OTHER PROVISIONS

<table>
<thead>
<tr>
<th>UNDERWRITERS REPRESENTATIVE for Claims pursuant to this insurance.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: ___</td>
</tr>
<tr>
<td>Address: ___</td>
</tr>
<tr>
<td>Telephone: ___</td>
</tr>
</tbody>
</table>

## LIABILITY LIMITS IN THOUSANDS $ |

<table>
<thead>
<tr>
<th>EACH OCCURRENCE</th>
<th>AGGREGATE</th>
</tr>
</thead>
</table>

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. **INJURED.** 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; 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 receipt of 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:
   - 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: Insurance Compliance |
| Reference No. |
| P.O. Box 100985 – OX |
| Duluth, GA 30198 |
| Via Email: cityofoxnard@ebix.com |
| Via Fax: 678-259-1007 |

## AUTHORIZED REPRESENTATIVE

<table>
<thead>
<tr>
<th>Broker/Agent</th>
<th>Underwriter</th>
</tr>
</thead>
</table>

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 ENFORCEMENT FOR THE CITY OF OXNARD (the "City")**

**PRODUCER**

| Telephone: | 

**NAMED INSURED**

**POLICY INFORMATION:**

| Insurance Company: | 
|---------------------|---|
| Policy No.: | (b) |
| Policy Period: (from) | 
| LOSS ADJUSTMENT EXPENSE | Included in Limits |
| | In Addition to Limits |

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

**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.

**OTHER PROVISIONS**

**CLAIMS:** Undesired’s representative for claims pursuant to this insurance.

| Name: | 
| Address: | 
| Telephone: | ( ) |

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers, or stand in an unbroken chain of coverage excess of the named insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company’s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED’S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "Excess Form CA 0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

**ENDORSEMENT HOLDER**

| CITY OF OXNARD |
| Attn: Insurance Compliance |
| Reference No. |
| P.O. Box 100085 - OX |
| Duluth, GA 30096 |
| Via Email: cityofoxnard@ebiz.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 __________
BLANKET ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
005640

DATE: 6/14/2018

VENDOR PHONE: (805)485-7246
VENDOR FAX: ( ) -
VENDOR #: 3025
VENDOR ADDRESS: MAC VALLEY OIL COMPANY
100 N DEL NORTE BLVD.
OXNARD, CA 93030

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

<table>
<thead>
<tr>
<th>DELIVER BY</th>
<th>REQUISITION #</th>
<th>REQUISITION DATE</th>
<th>CONFIRMED BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2016</td>
<td>0000002417</td>
<td>10/15/2015</td>
<td>WANDA 485-6900</td>
</tr>
</tbody>
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FOB ACCOUNT NUMBER
MARISELA HART

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>QUANTITY/ UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>EXTENDED COST</th>
</tr>
</thead>
</table>

CHANGE ORDER 3
FUEL DELIVERY TO VARIOUS CITY SITES JAN-DEC 2016
Effective date: 10/15/2015
Expiration date: 12/31/2018
Not to exceed: 1,554,000.00

FUEL DELIVERY TO VARIOUS CITY SITES JAN-DEC 2016 NOT TO EXCEED $514,000
EXP 12/31/16, CITY COUNCIL APPROVED 12/8/15

CITY COUNCIL APPROVED 10/25/16 TO EXTEND PO 5640 NEW NOT TO EXCEED $1,354,000, NEW ExPIRATION DATE 6/30/18

TOTAL PURCHASE AMOUNT $0.00

In order to receive payment, email all invoices to: invoices@oxnard.org
In the subject line, reference the Purchase Order number above.