



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 4**

**DATE:** February 19, 2019

**TO:** City Council

**FROM:** Rosemarie Gaglione  
Public Works Director

**SUBJECT:** Award Contract A-8118 to Toro Enterprises for Vineyard Avenue Street Resurfacing Project

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

**RECOMMENDATION:**

That City Council:

1. Award and authorize the Mayor to execute Agreement A-8118 in the amount of \$2,793,079.50 for the Vineyard Avenue Street Resurfacing Project Specification No. PW 16-12 with Toro Enterprises, Inc.;
2. Approve \$279,300 for Project contingency for the Vineyard Avenue Street Resurfacing Project;
3. Approve \$279,300 for technical engineering support, inspection, survey and project management (City staff) for the Vineyard Avenue Street Resurfacing Project; and
4. Approve a net appropriation of \$3,351,680 as follows:
 

Federal Earmark Repurposing Fund (275)	\$976,632
Federal Surface Transportation Program	
Local (STPL) Fund (275)	\$924,469
State Toll Credit (219)	\$119,774
State Senate Bill Roadway Maintenance	
And Rehabilitation (RMRA) Fund (185)	\$747,223
Local Transportation Development Act (TDA)	
Article 8a Fund (212)	\$583,582

**BACKGROUND**

Award Contract A-8118 to Toro Enterprises for Vineyard Avenue Street Resurfacing Project  
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The City Council received the recommendations included in the Street Maintenance Plan on July 18, 2017, which included the Vineyard Avenue Street Resurfacing Project. The project limits are along West Patterson Road and West Vineyard Avenue from West Gonzales Road to North Oxnard Blvd. The project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work for resurfacing of existing asphalt concrete pavement and concrete works, including the milling of existing asphalt concrete pavement; placement and compaction of asphalt concrete/asphalt rubber hot mix pavement; slurry seal and crackseal; digout and reconstruction of failed areas and concrete works.

The work is tentatively scheduled to begin in March 2019 and continue through June 2019. Staff will work closely with the neighborhoods affected by the work to keep them informed of the schedule through several methods. The City Public Information Officer will provide updates through social media outlets prior to and during construction. Additionally, the contractor will furnish changeable message signs that will provide motorists of construction updates throughout the duration of the project, and will notify residents and adjacent businesses four (4) working days and again two (2) working days in advance of beginning work by hand delivering door hangers, flyers, or both.

## **DISCUSSION**

The notice inviting formal bids (NIFB) on the project was advertised on October 11, 2018, and all bids were due on November 27, 2018. The City received the bids listed below:

Toro Enterprises, Inc.:	\$2,793,079.50
All American Asphalt, Inc.:	\$2,937,770.00
Granite Construction Company:	\$3,185,729.00
Hardy & Harper, Inc.:	\$3,553,620.00

The lowest bidder is Toro Enterprises, Inc. (Toro) and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from Toro and its subcontractors. Staff verified possession of required 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 either the contractor or its subcontractor 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 Toro.

\$279,300 is required for construction contingency (10% of the contract value) and \$279,300 (10% of the contract value) to cover the cost to perform technical engineering support, inspection, survey and project management services (City staff) during construction. The total estimated total cost of the Project is \$3,351,680.

## **STRATEGIC PRIORITIES**

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This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following Capital Improvement Project plans.

## FINANCIAL IMPACT

The Vineyard Avenue Street Resurfacing Project No. 173105 is fully funded from the various grants awards and local sources as outlined in Appropriation Summary Table below.

Appropriation Summary Table

Funding Sources	Current 6-30-19 Projected Unassigned Fund Balance (based on FY18-19 Current Budget)	Recommendation	<b>Revised 6-30-19 Projected Unassigned Fund Balance</b>
Federal Earmark Repurposing Grant Fund (275)	n/a	\$976,632	n/a
Federal Surface Transportation Program Grant (STPL) Fund (275)	n/a	\$924,469	n/a
State Toll Credit Grant (219)	n/a	\$119,774	n/a
State Senate Bill Roadway Maintenance And Rehabilitation (RMRA) Fund (185)	\$3,209,924	\$747,223	<b>\$ 2,462,701</b>
Local Transportation Development Act (TDA) Article 8a Fund (212)	\$1,451,130	\$583,582	<b>\$ 876,548</b>
<b>Total Appropriations</b>		<b>\$3,351,680</b>	

State Senate Bill Roadway Maintenance and Rehabilitation (RMRA) funding originates in part from gas tax associated with the Highway Users Tax Account (HUTA). Typically State Gas Tax (Fund 181) is used for gas tax funded projects, however guidelines provided by the California Transportation Commission recommend RMRA funding be segregated in order to meet reporting requirements and record keeping. As a result, Finance has created a new fund specific to RMRA Gas Tax (20232 h (2)) (Fund 185).

As outlined in appropriation summary table, the estimated FY18-19 ending unassigned fund balance of RMRA Gas Tax net of this appropriation request is \$2.5M. Staff will return to Council later this fiscal year to request transfers of previously appropriated RMRA revenues and expenditures from State Gas Tax (Fund 181) to RMRA Gas Tax (Fund 185). The estimated FY18-19 ending unassigned fund balance of TDA Article 8a (Fund 212) is \$867K net of this appropriation request.

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**COMMITTEE OUTCOME**

This item was previously approved by the City Council on July 18, 2017 as part of the Street Maintenance Program Update, therefore, the project was not brought to the Public Works & Transportation Committee on January 22.

*Prepared by Debbie O'Leary, Transportation Planner*

**ATTACHMENTS:**

Attachment A - Bid Tabulation

Attachment B - Agreement A-8118 with Toro Enterprises, Inc.

BA Vineyard Ave

This is a tabulation of bid results not an offer of award or contract. The City reserves the right to reject all bids.

## BID TABULATION

### PW 16-12 VINEYARD AVENUE STREET RESURFACING PROJECT

**Owner:** City of Oxnard

Bid Opening: 11/27/18					Toro Enterprises, Inc.		All American Asphalt, Inc.		Granite Construction Company		Hardy & Harper, Inc.	
					2101 E. Ventura Blvd. Oxnard, CA 93036		400 East Sixth Street Corona, CA 92879		2151 Allesandro Drive Suite 209 Ventura, CA 93003		1312 E. Warner Avenue Santa Ana, CA 92705	
					#1		#2		#3		#4	
Item #	Item Description	Payment Code	Unit of Measure	Evaluation Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization/Demobilization	1001-3	LS	1	\$88,000.00	\$88,000.00	\$90,082.50	\$90,082.50	\$150,000.00	\$150,000.00	\$60,000.00	\$60,000.00
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	\$206,000.00	\$206,000.00	\$80,000.00	\$80,000.00	\$158,000.00	\$158,000.00	\$232,000.00	\$232,000.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	\$12,000.00	\$12,000.00	\$8,000.00	\$8,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00
4	Cold Mill AC Pavement (3" Max.)	1110-3	SY	84,200	\$2.15	\$181,030.00	\$2.50	\$210,500.00	\$2.43	\$204,606.00	\$2.60	\$218,920.00
5	Unclassified Excavation	1120-4	CY	400	\$60.00	\$24,000.00	\$130.00	\$52,000.00	\$39.00	\$15,600.00	\$65.00	\$26,000.00
6	Class 2 Aggregate Base	1130-4	TN	250	\$35.00	\$8,750.00	\$55.00	\$13,750.00	\$68.90	\$17,225.00	\$65.00	\$16,250.00
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	400	\$155.00	\$62,000.00	\$150.00	\$60,000.00	\$170.00	\$68,000.00	\$250.00	\$100,000.00
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	250	\$141.00	\$35,250.00	\$160.00	\$40,000.00	\$196.00	\$49,000.00	\$231.00	\$57,750.00
9	Asphalt Rubber Aggregate Membrane (ARAM)	1151-4	SY	83,350	\$3.95	\$329,232.50	\$4.30	\$358,405.00	\$4.18	\$348,403.00	\$4.80	\$400,080.00
10	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	9,500	\$109.00	\$1,035,500.00	\$107.00	\$1,016,500.00	\$118.00	\$1,121,000.00	\$117.00	\$1,111,500.00
11	Crack Seal	1155-4	LB	4,140	\$4.00	\$16,560.00	\$5.00	\$20,700.00	\$5.90	\$24,426.00	\$4.00	\$16,560.00
12	Slurry Seal Type II (RAP)	1160-5	SY	31,000	\$2.00	\$62,000.00	\$2.55	\$79,050.00	\$2.56	\$79,360.00	\$2.50	\$77,500.00
13	Remove And Replace PCC Industrial Driveway	1174-6	SF	1,600	\$15.00	\$24,000.00	\$17.00	\$27,200.00	\$19.00	\$30,400.00	\$50.00	\$80,000.00

14	Remove And Replace PCC Sidewalk	1174-6	SF	6,570	\$7.65	\$50,260.50	\$7.50	\$49,275.00	\$9.30	\$61,101.00	\$8.00	\$52,560.00
15	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	1,200	\$55.00	\$66,000.00	\$52.00	\$62,400.00	\$45.00	\$54,000.00	\$75.00	\$90,000.00
16	Install 24" Root Barrier	1174-6	LF	200	\$45.00	\$9,000.00	\$35.00	\$7,000.00	\$26.00	\$5,200.00	\$50.00	\$10,000.00
17	Adjust Survey Monument Cover To Finished Grade	1185-4	EA	5	\$1,000.00	\$5,000.00	\$600.00	\$3,000.00	\$1,020.00	\$5,100.00	\$400.00	\$2,000.00
18	Adjust Manhole Cover To Finished Grade	1185-4	EA	31	\$700.00	\$21,700.00	\$900.00	\$27,900.00	\$1,310.00	\$40,610.00	\$1,000.00	\$31,000.00
19	Adjust Water Valve Cover to Finished Grade	1185-4	EA	51	\$760.00	\$38,760.00	\$500.00	\$25,500.00	\$985.00	\$50,235.00	\$1,000.00	\$51,000.00
20	Adjust Water Meter Cover To Finished Grade	1185-4	EA	3	\$600.00	\$1,800.00	\$500.00	\$1,500.00	\$1,100.00	\$3,300.00	\$1,000.00	\$3,000.00
21	Install "STOP" Pavement Marking (T)	1515-4	EA	9	\$115.00	\$1,035.00	\$200.00	\$1,800.00	\$121.00	\$1,089.00	\$116.00	\$1,044.00
22	Install "AHEAD" Pavement Marking (T)	1515-4	EA	2	\$172.00	\$344.00	\$200.00	\$400.00	\$181.00	\$362.00	\$175.00	\$350.00
23	Install "KEEP" Pavement Marking (T)	1515-4	EA	2	\$172.00	\$344.00	\$200.00	\$400.00	\$182.00	\$364.00	\$175.00	\$350.00
24	Install "CLEAR" Pavement Marking (T)	1515-4	EA	2	\$172.00	\$344.00	\$200.00	\$400.00	\$182.00	\$364.00	\$175.00	\$350.00
25	Install Bike Lane Symbol & Arrow Pavement Marking (T)	1515-4	EA	47	\$157.00	\$7,379.00	\$200.00	\$9,400.00	\$165.00	\$7,755.00	\$159.00	\$7,473.00
26	Install Bike Loop Detector Symbol (T)	1515-4	EA	10	\$78.00	\$780.00	\$100.00	\$1,000.00	\$82.50	\$825.00	\$80.00	\$800.00
27	Install Type IV Arrow Pavement Marking (T)	1515-4	EA	73	\$89.00	\$6,497.00	\$100.00	\$7,300.00	\$93.50	\$6,825.50	\$90.00	\$6,570.00
28	Install Type VI Arrow Pavement Marking (T)	1515-4	EA	7	\$100.00	\$700.00	\$100.00	\$700.00	\$104.50	\$731.50	\$100.00	\$700.00
29	Install Type VII Arrow Pavement Marking (T)	1515-4	EA	2	\$100.00	\$200.00	\$100.00	\$200.00	\$104.50	\$209.00	\$100.00	\$200.00
30	Install 6" Solid White (T)	1515-4	LF	2,500	\$0.68	\$1,700.00	\$0.70	\$1,750.00	\$0.70	\$1,750.00	\$0.70	\$1,750.00
31	Install 12" Solid White (T)	1515-4	LF	2,300	\$3.14	\$7,222.00	\$3.15	\$7,245.00	\$3.30	\$7,590.00	\$3.20	\$7,360.00
32	Install 12" Solid Yellow (T)	1515-4	LF	200	\$3.14	\$628.00	\$3.15	\$630.00	\$3.30	\$660.00	\$3.20	\$640.00
33	Install Detail 9 (T)	1515-4	LF	15,800	\$0.68	\$10,744.00	\$0.70	\$11,060.00	\$0.72	\$11,376.00	\$0.70	\$11,060.00
34	Install Detail 22 (T)	1515-4	LF	500	\$2.60	\$1,300.00	\$2.75	\$1,375.00	\$2.75	\$1,375.00	\$2.65	\$1,325.00
35	Install Detail 25A (T)	1515-4	LF	1,350	\$1.60	\$2,160.00	\$1.75	\$2,362.50	\$1.66	\$2,241.00	\$1.60	\$2,160.00

36	Install Detail 27 (T)	1515-4	LF	3,300	\$2.60	\$8,580.00	\$2.75	\$9,075.00	\$2.75	\$9,075.00	\$2.65	\$8,745.00
37	Install Detail 27B (T)	1515-4	LF	2,000	\$1.05	\$2,100.00	\$1.25	\$2,500.00	\$1.10	\$2,200.00	\$1.00	\$2,000.00
38	Install Detail 38 (T)	1515-4	LF	6,400	\$1.15	\$7,360.00	\$1.25	\$8,000.00	\$1.20	\$7,680.00	\$1.20	\$7,680.00
39	Install Detail 39 (T)	1515-4	LF	35,700	\$0.68	\$24,276.00	\$0.70	\$24,990.00	\$0.72	\$25,704.00	\$0.70	\$24,990.00
40	Install Detail 39A (T)	1515-4	LF	6,000	\$0.68	\$4,080.00	\$0.70	\$4,200.00	\$0.72	\$4,320.00	\$0.70	\$4,200.00
41	Install Blue RPM	1515-4	EA	50	\$8.35	\$417.50	\$15.00	\$750.00	\$8.80	\$440.00	\$8.50	\$425.00
42	Paint Curb Red	1515-4	LF	2,000	\$1.70	\$3,400.00	\$1.75	\$3,500.00	\$1.75	\$3,500.00	\$1.65	\$3,300.00
43	Paint Curb Yellow (@ Median Nosing)	1515-4	LF	100	\$1.70	\$170.00	\$1.75	\$175.00	\$1.75	\$175.00	\$1.65	\$165.00
44	Install Type E Loop Detector	1520-3	EA	35	\$365.00	\$12,775.00	\$400.00	\$14,000.00	\$385.00	\$13,475.00	\$386.00	\$13,510.00
45	Install Type D Loop Detector	1520-3	EA	22	\$523.00	\$11,506.00	\$425.00	\$9,350.00	\$550.00	\$12,100.00	\$418.00	\$9,196.00
46	Remove And Replace Street Name Sign	1530-4	EA	21	\$235.00	\$4,935.00	\$250.00	\$5,250.00	\$248.00	\$5,208.00	\$238.00	\$4,998.00
47	Remove And Replace Advanced Street Name Sign	1530-5	EA	35	\$300.00	\$10,500.00	\$300.00	\$10,500.00	\$314.00	\$10,990.00	\$302.00	\$10,570.00
48	Install/Remove And Replace Street Sign Post	1530-4	EA	35	\$130.00	\$4,550.00	\$135.00	\$4,725.00	\$138.00	\$4,830.00	\$132.00	\$4,620.00
49	Install Sign R26K CA	1530-4	EA	5	\$195.00	\$975.00	\$200.00	\$1,000.00	\$204.00	\$1,020.00	\$196.00	\$980.00
50	Install Bike Lane Sign R81 CA	1530-4	EA	9	\$195.00	\$1,755.00	\$200.00	\$1,800.00	\$204.00	\$1,836.00	\$196.00	\$1,764.00
51	Install/Remove And Replace PCC Curb (A1-8)	1174-6	LF	5,400	\$27.00	\$145,800.00	\$42.50	\$229,500.00	\$40.00	\$216,000.00	\$50.00	\$270,000.00
52	Install Stamped Colored Concrete 4-Inch Thick	1901-1	SF	10,040	\$6.50	\$65,260.00	\$13.00	\$130,520.00	\$11.20	\$112,448.00	\$30.00	\$301,200.00
53	Relocate Exist Traffic Signal Pole And All Attachments Complete-In-Place	1520-3	LS	1	\$40,200.00	\$40,200.00	\$30,000.00	\$30,000.00	\$42,335.00	\$42,335.00	\$32,107.00	\$32,107.00
54	Install Green Bike Lane Pavement Marking - MMA	1515-4	SF	8,100	\$6.85	\$55,485.00	\$7.00	\$56,700.00	\$7.20	\$58,320.00	\$6.90	\$55,890.00
55	Install 3-Inch SCE Street Light Conduit	1904-4	LF	160	\$100.00	\$16,000.00	\$85.00	\$13,600.00	\$106.00	\$16,960.00	\$85.00	\$13,600.00
56	Install Edison Pullbox (13"X24"X24") – Per SCE UGS HP 205	1902-4	EA	2	\$1,250.00	\$2,500.00	\$500.00	\$1,000.00	\$1,320.00	\$2,640.00	\$2,000.00	\$4,000.00
57	Relocate Exist SCE Street Light Conduit	1902-4	LF	150	\$46.00	\$6,900.00	\$85.00	\$12,750.00	\$48.40	\$7,260.00	\$85.00	\$12,750.00
58	Install Object Marker Type K-1 (CA) @ Median Nosing	1530-4	EA	5	\$195.00	\$975.00	\$200.00	\$1,000.00	\$204.00	\$1,020.00	\$196.00	\$980.00
59	Adjust Pullbox To Finished Grade	1185-4	EA	10	\$425.00	\$4,250.00	\$850.00	\$8,500.00	\$162.00	\$1,620.00	\$500.00	\$5,000.00

60	Furnish And Install Detectable Warning Surface Tiles	1903-4	SF	630	\$35.00	\$22,050.00	\$55.00	\$34,650.00	\$75.00	\$47,250.00	\$31.00	\$19,530.00
61	Remove existing And Install PCC Curb Ramp With Detectable Warning Surface Tiles Complete-In-Place	1174-6	SF	1,260	\$12.00	\$15,120.00	\$30.00	\$37,800.00	\$16.00	\$20,160.00	\$20.00	\$25,200.00
62	Furnish And Install R3-7 Sign, Right Lane Must Turn Right	1530-4	EA	7	\$210.00	\$1,470.00	\$225.00	\$1,575.00	\$220.00	\$1,540.00	\$212.00	\$1,484.00
63	Furnish And Install W1-1a Sign, Right Turn With 20 MPH Advisory Speed	1530-4	EA	4	\$210.00	\$840.00	\$225.00	\$900.00	\$220.00	\$880.00	\$212.00	\$848.00
64	Furnish And Install W4-2 (CA) Sign, Right Lane Ends	1530-4	EA	1	\$210.00	\$210.00	\$225.00	\$225.00	\$220.00	\$220.00	\$212.00	\$212.00
65	Furnish And Install W9-1 Sign, Right Lane Ends	1530-4	EA	2	\$210.00	\$420.00	\$225.00	\$450.00	\$220.00	\$440.00	\$212.00	\$424.00
TOTAL AMOUNT SUBMITTED					\$2,793,079.50		\$2,937,770.00		\$3,185,749.00		\$3,533,620.00	
TOTAL AMOUNT VERIFIED					\$2,793,079.50		\$2,937,770.00		\$3,185,729.00		\$3,533,620.00	
Subcontractors List					Traffic Loops Crackfilling American Pavement Systems Chrisp Co. Pavement Coatings Caseland Surveying Total Barricade Service		Cal Pro Engineering Chrisp Co. APS CL Survey MD Crack		American Pavement Systems Cindy Trump, Inc. Austen Ent. California Professional Engineering Chrisp Co. Pavement Coatings Co. Benner and Carpenter, Inc. Total Barricade Services		MD Crackfill Chrisp Company Case Survey EBS Utilities Kato Landscape Total Barricade Services Manson & Son Enterprise American Pavement Systems Pavement Coatings PRSI CP Engineering	



**CONTRACT****CITY OF OXNARD CONTRACT FOR  
VINEYARD AVENUE STREET RESURFACING PROJECT PW 16-12**

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 TORO ENTERPRISES, INC. ("Contractor"). Contractor's license number is 710580.

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 Notice Inviting Bids, Instructions to Bidders, General Provisions, Grant Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Vineyard Avenue Street Resurfacing Project PW 16-12 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of two million seven hundred ninety three thousand seventy nine dollars and fifty cents (\$2,793,079.50) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. 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. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are 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.

6. 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."

7. 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.
8. 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.
9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.
10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.
11. 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.

*[signatures on following page]*

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

**CITY OF OXNARD**

**TORO ENTERPRISES, INC.**

☒ Tim Flynn, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager  
☐ Rosemarie Gaglione, Public Works Director  
☐ Lisa Boerner, Purchasing Manager

Sean Castillo, President<sup>2</sup> \_\_\_\_\_ Date \_\_\_\_\_

Jerry Hannigan, Secretary \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) \_\_\_\_\_ Date \_\_\_\_\_

APPROVED AS TO FORM:

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

<sup>1</sup> 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.

<sup>2</sup> 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.

**Exhibit INS-G  
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS  
(WITHOUT BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.
  - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
  - b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
  - c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
  - d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.
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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard  
Risk Manager  
Reference No. \_A-8118  
300 West Third Street, Suite 302  
Oxnard, California 93030

3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

**INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS*****Certificates of Insurance***

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

***Endorsement Forms***

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

# ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

**PRODUCER**

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

CODESUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY

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

COMPANY

LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	<b>EXCESS LIABILITY</b> UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	<b>OTHER</b> 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: Risk Manager  
 Reference No. A-8118  
 300 W. Third Street, Suite 302  
 Oxnard CA 93030

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**SUBMIT IN DUPLICATE**

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
-----------------	-----------------------

POLICY INFORMATION:  
Insurance Company:  
Policy No.:  
Policy Period: (from) (to)  
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits  
☐ In Addition to Limits

Telephone:

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

**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

## OTHER PROVISIONS

GENERAL LIABILITY	
-------------------	--

- |  |   |
|--|---|
| <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY    | <input type="checkbox"/> Claims Made      |
| <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY | <input type="checkbox"/> Retroactive Date |
| <input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE | <input type="checkbox"/> Occurrence       |

LIABILITY LIMITS IN THOUSANDS \$	
EACH OCCURRENCE	AGGREGATE

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

**CLAIMS:** Underwriter=s representative for claims pursuant to this insurance.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

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

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

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

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

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

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

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

- 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.

## CITY OF OXNARD

**Attn: Risk Manager**

Reference No. A-8118

**300 W. Third Street, Suite 302**

**Oxnard, CA 93030**

**AUTHORIZED REPRESENTATIVE**

- ☐ Broker/Agent      ☐ Underwriter      ☐ \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature \_\_\_\_\_  
(original signature required)

Telephone: (            )                                  Date Signed \_\_\_\_\_



# **AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the aCity@)**

**SUBMIT IN DUPLICATE**

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

**POLICY INFORMATION:**

Insurance Company:

Policy No.:

Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_

 LOSS ADJUSTMENT EXPENSE ☐ Included in Limits  
☐ In Addition to Limits

Telephone:

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

**TYPE OF INSURANCE**
☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER
**OTHER PROVISIONS**
**LIMIT OF LIABILITY**

\$ \_\_\_\_\_ per accident, for bodily injury and property damage.

**CLAIMS:** Underwriter=s representative for claims pursuant to this insurance.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

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

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

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

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

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

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

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

2.1 Insurance Services Office Automobile Liability Coverage, aoccurrence" 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: Risk Manager

Reference No. \_ A-8118

300 W. Third Street, Suite 302

Oxnard, CA 93030

**AUTHORIZED REPRESENTATIVE**
☐ Broker/Agent ☐ Underwriter ☐ \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature \_\_\_\_\_

(original signature required)

Telephone: ( ) \_\_\_\_\_

Date Signed \_\_\_\_\_



Bond No. \_\_\_\_\_

## 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) \_\_\_\_\_ (“Principal”)

a contract (the "Contract") for the Work described as VINEYARD AVENUE STREET RESURFACING PROJECT PW 16-12.

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 Payment 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 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.

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 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

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

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

*Notes: 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. Date of Bond must not be before the Effective Date of the Contract. 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.*

Bond No. \_\_\_\_\_

**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 VINEYARD AVENUE STREET RESURFACING PROJECT PW 16-12.

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, assignees, 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, 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, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; 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 thereunder or the Specifications accompanying the same 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 or to the

Specifications. 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: \_\_\_\_\_

(Seal)

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

*Notes: 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. Date of Bond must not be before the Effective Date of the Contract. 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 VINEYARD AVENUE STREET RESURFACING PROJECT PW 16-12**

Bidder's Name: Toro Enterprises, 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 Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY	UNIT COST	TOTAL
1	Mobilization/Demobilization	1001-3	LS	1	88,000.-	\$ 88,000.-
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	206,000.-	206,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	12,000.-	12,000.-
4	Cold Mill AC Pavement (3" Max.)	1110-3	SY	84,200	2.15	181,030.-
5	Unclassified Excavation	1120-4	CY	400	60.-	24,000.-
6	Class 2 Aggregate Base	1130-4	TN	250	35.-	8,750.-
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	400	155.-	62,000.-
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	250	141.-	35,250.-
9	Asphalt Rubber Aggregate Membrane (ARAM)	1151-4	SY	83,350	3.95	329,232.50
10	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	9,500	109.-	1,035,500.-
11	Crack Seal	1155-4	LB	4,140	4.-	16,560.-
12	Slurry Seal Type II (RAP)	1160-5	SY	31,000	2.-	62,000.-
13	Remove And Replace PCC Industrial Driveway	1174-6	SF	1,600	15.-	24,000.-
14	Remove And Replace PCC Sidewalk	1174-6	SF	6,570	7.65	50,260.50
15	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	1,200	55.-	66,000.-
16	Install 24" Root Barrier	1174-6	LF	200	45.-	9,000.-
17	Adjust Survey Monument Cover To Finished Grade	1185-4	EA	5	1,000.-	5,000.-
18	Adjust Manhole Cover To Finished Grade	1185-4	EA	31	700.-	21,700.-

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY	UNIT COST	TOTAL
19	Adjust Water Valve Cover To Finished Grade	1185-4	EA	51	760.-	38,760.-
20	Adjust Water Meter Cover To Finished Grade	1185-4	EA	3	600.-	1,800.-
21	Install "STOP" Pavement Marking (T)	1515-4	EA	9	115.-	1,035.-
22	Install "AHEAD" Pavement Marking (T)	1515-4	EA	2	172.-	344.-
23	Install "KEEP" Pavement Marking (T)	1515-4	EA	2	172.-	344.-
24	Install "CLEAR" Pavement Marking (T)	1515-4	EA	2	172.-	344.-
25	Install Bike Lane Symbol & Arrow Pavement Marking (T)	1515-4	EA	47	157.-	7,379.-
26	Install Bike Loop Detector Symbol (T)	1515-4	EA	10	78.-	780.-
27	Install Type IV Arrow Pavement Marking (T)	1515-4	EA	73	89.-	6,497.-
28	Install Type VI Arrow Pavement Marking (T)	1515-4	EA	7	100.-	700.-
29	Install Type VII Arrow Pavement Marking (T)	1515-4	EA	2	100.-	200.-
30	Install 6" Solid White (T)	1515-4	LF	2,500	0.68	1,700.-
31	Install 12" Solid White (T)	1515-4	LF	2,300	3.14	7,222.-
32	Install 12" Solid Yellow (T)	1515-4	LF	200	3.14	628.-
33	Install Detail 9 (T)	1515-4	LF	15,800	0.68	10,744.-
34	Install Detail 22 (T)	1515-4	LF	500	2.60	1,300.-
35	Install Detail 25A (T)	1515-4	LF	1,350	1.60	2,160.-
36	Install Detail 27 (T)	1515-4	LF	3,300	2.60	8,580.-
37	Install Detail 27B (T)	1515-4	LF	2,000	1.05	2,100.-
38	Install Detail 38 (T)	1515-4	LF	6,400	1.15	7,360.-
39	Install Detail 39 (T)	1515-4	LF	35,700	0.68	24,276.-
40	Install Detail 39A (T)	1515-4	LF	6,000	0.68	4,080.-
41	Install Blue RPM	1515-4	EA	50	8.35	417.50
42	Paint Curb Red	1515-4	LF	2,000	1.70	3,400.-

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY	UNIT COST	TOTAL
43	Paint Curb Yellow (@ Median Nosing)	1515-4	LF	100	1.70	170.-
44	Install Type E Loop Detector	1520-3	EA	35	365.-	12,775.-
45	Install Type D Loop Detector	1520-3	EA	22	523.-	11,506.-
46	Remove And Replace Street Name Sign	1530-4	EA	21	235.-	4,935.-
47	Remove And Replace Advanced Street Name Sign	1530-5	EA	35	300.-	10,500.-
48	Install/Remove And Replace Street Sign Post	1530-4	EA	35	130.-	4,550.-
49	Install Sign R26K CA	1530-4	EA	5	195.-	975.-
50	Install Bike Lane Sign R81 CA	1530-4	EA	9	195.-	1,755.-
51	Install/Remove And Replace PCC Curb (A1-8)	1174-6	LF	5,400	27.-	145,800.-
52	Install Stamped Colored Concrete 4-Inch Thick	1901-1	SF	10,040	6.50	65,260.-
53	Relocate Exist Traffic Signal Pole And All Attachments Complete-In-Place	1520-3	LS	1	40,200.-	40,200.-
54	Install Green Bike Lane Pavement Marking - MMA	1515-4	SF	8,100	6.85	55,485.-
55	Install 3-Inch SCE Street Light Conduit	1904-4	LF	160	100.-	16,000.-
56	Install Edison Pullbox (13"X24"X24") - Per SCE UGS HP 205	1902-4	EA	2	1,250.-	2,500.-
57	Relocate Exist SCE Street Light Conduit	1902-4	LF	150	46.-	6,900.-



ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY	UNIT COST	TOTAL
58	Install Object Marker Type K-1 (CA) @ Median Nosing	1530-4	EA	5	195.-	975.-
59	Adjust Pullbox To Finished Grade	1185-4	EA	10	425.-	4,250.-
60	Furnish And Install Detectable Warning Surface Tiles	1903-4	SF	630	35.-	22,050.-
61	Remove existing And Install PCC Curb Ramp With Detectable Warning Surface Tiles Complete-In-Place	1174-6	SF	1260	12.-	15,120.-
62	Furnish And Install R3-7 Sign, Right Lane Must Turn Right	1530-4	EA	7	210.-	1,470.-
63	Furnish And Install W1-1a Sign, Right Turn With 20 MPH Advisory Speed	1530-4	EA	4	210.-	840.-
64	Furnish And Install W4-2 (CA) Sign, Right Lane Ends	1530-4	EA	1	210.-	210.-
65	Furnish And Install W9-1 Sign, Right Lane Ends	1530-4	EA	2	210.-	420.-
<b>TOTAL PRICE:</b>						<b>\$ 2,793,079.50</b>

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

**TOTAL BID PRICE IN DIGITS:** \$ 2,793,079.50

**TOTAL BID PRICE IN WORDS:** Two Million, Seven Hundred Ninety-Three Thousand, Seventy-Nine Dollars & Fifty Cents



Contractor must complete all Work within eighty (80) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>10-17-18</u>
#02	<u>10-24-18</u>
#03	<u>11-06-18</u>
#04	<u>11-09-18</u>

Addendum:	Date Received:
#05	<u>                    </u>
#06	<u>                    </u>
#07	<u>                    </u>
#08	<u>                    </u>

Bidder's Name (Company) Toro Enterprises, Inc.

Signature: 

Title: President

Print: Sean Castillo,

Date: 11/21/18

# REQUEST FOR BUDGET APPROPRIATION

**Department:** Public Works  
**Project/Program**  
**Manager:** Rosemarie Gaglione

**Date:** February 19, 2019  
**Phone:** x5234 (Marsha)

## Reason for Appropriation:

Recognize grant revenues and appropriate funds from Federal Earmark Repurposing and Federal Surface Transportation Program Local Fund (Fund 275) and State Toll Credit (Fund 219), and appropriate from fund balances of State Senate Bill 1 (SB1) Roadway Maintenance and Rehabilitation Program (Fund 185) and Local Transportation Development Act Article 8a Fund (Fund 212) to Vineyard Street Resurfacing (Project #173105) for Toro Enterprises Inc. construction contract (A-8118), City labor and project contingency expenses.

## Accounts and Descriptions

## AMOUNT

**Fund: RMRA Gas Tax (2032 h (2) (185))**

### Expenditures/Transfers Out

#### Vineyard Ave Street Resurfacing (Project 173105)

185-3125-826.82-08	Other Services/Services Construction	747,223
	Sub-total Expenditures	747,223

**Net Change to Fund Balance (747,223)**

**Fund: Federal Transportation Multi-Year Grants (275)**

### Revenues/Transfers In

#### Transportation (3125)

275-3125-531.72-01	Federal Grant Revenue	1,901,101
	Sub-total Revenues	1,901,101

### Expenditures/Transfers Out

#### Vineyard Ave Street Resurfacing (Project 173105)

275-3125-826.82-08	Other Services/Services Construction	1,901,101
	Sub-total Expenditures	1,901,101

**Net Change to Fund Balance 0**

**Fund: State/Local Multi Year Grants (219)**

### Revenues/Transfers In

#### Transportation (3125)

219-3125-532.72-31	State Grant Revenues	119,774
	Sub-total Revenues	119,774

### Expenditures/Transfers Out

#### Vineyard Ave Street Resurfacing (Project 173105)

219-3125-826.82-08	Other Services/Services Construction	119,774
	Sub-total Expenditures	119,774

**Net Change to Fund Balance 0**

BA# (Finance Use Only) \_\_\_\_\_

BA DOC.# (Finance) \_\_\_\_\_

Rev# \_\_\_\_\_

REQUIRES CITY COUNCIL AUTHORIZATION

**Packet Pg. 92**

Fund: Local Transportation Development Act Article 8a Fund (212)

Expenditures/Transfers Out

Vineyard Ave Street Resurfacing (Project 173105)

212-3125-826.82-08	Construction Services	304,282
212-3125-826.82-09	Other Professional Services	100,000
212-3125-826.84-51	Service from other Programs	179,300
Sub-total Expenditures		583,582

Net Change to Fund Balance (583,582)

Net Appropriation Change 3,351,680

Approvals

Department Director \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_

City Manager \_\_\_\_\_

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