

**CITY OF OXNARD CONTRACT FOR  
ARTERIAL STREET RESURFACING PROJECT AT VARIOUS LOCATIONS  
SPECIFICATION NO. PW 20-28**

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, 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 Arterial Street Resurfacing Project at Various Locations Specification No. PW 20-28 ("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 eight hundred forty seven thousand nine hundred eighteen dollars and sixty five cents (\$2,847,918.65) 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 \_\_\_\_\_  
 Purchasing Manager \_\_\_\_\_  
 [name] , Buyer \_\_\_\_\_

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

<sup>1</sup> The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 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 (company directors, not lower-level managers); 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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
  
2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard  
Insurance Compliance  
Reference No. A-8220  
P.O. Box 100085 – OX  
Duluth, GA 30096  
Via Email: [cityofoxnard@ebix.com](mailto:cityofoxnard@ebix.com)  
Via Fax: 678-259-1007
  
3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
  
4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
  
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  
6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Agreement No. A-8220

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.

5/20

## 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> [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] 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> [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	<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: Insurance Compliance**  
**Reference No A-8220**  
**P.O. Box 100085 – OX**  
**Duluth, GA 30096**  
**Via Email: [cityofoxnard@ebix.com](mailto:cityofoxnard@ebix.com)**  
**Via Fax: 678-259-1007**

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

**SUBMIT IN DUPLICATE**

ENDORSEMENT NO. \_\_\_\_\_ ISSUE DATE (MM/DD/YY) \_\_\_\_\_

**PRODUCER**  
  
Telephone: \_\_\_\_\_

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

**NAMED INSURED**

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

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

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

**TYPE OF INSURANCE**

**GENERAL LIABILITY**  
 COMMERCIAL GENERAL LIABILITY  Claims Made  
 COMPREHENSIVE GENERAL LIABILITY Retroactive Date \_\_\_\_\_  
 OWNERS & CONTRACTORS PROTECTIVE  Occurrence

**OTHER PROVISIONS**

**COVERAGES**

**LIABILITY LIMITS IN THOUSANDS \$**

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

EACH OCCURRENCE

AGGREGATE

**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:
  - 2.1 Insurance Services Office Commercial General Liability Coverage, aoccurrence@ form CG0001; or
  - 2.2 If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

**ENDORSEMENT HOLDER**

**CITY OF OXNARD**  
**Attn: Insurance Compliance**  
**Reference No A-8220**  
**P.O. Box 100085 – OX**  
**Duluth, GA 30096**  
**Via Email: [cityofoxnard@ebix.com](mailto:cityofoxnard@ebix.com)**  
**Via Fax: 678-259-1007**

**AUTHORIZED REPRESENTATIVE**  
 Broker/Agent  Underwriter  \_\_\_\_\_  
I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.  
Signature \_\_\_\_\_ (original signature required)  
Telephone: ( \_\_\_\_\_ ) Date Signed \_\_\_\_\_



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

**SUBMIT IN DUPLICATE**

ENDORSEMENT NO. \_\_\_\_\_ ISSUE DATE (MM/DD/YY) \_\_\_\_\_

<p>PRODUCER</p>  <p>Telephone: _____</p> <p>NAMED INSURED</p>	<p>POLICY INFORMATION:</p> <p>Insurance Company: _____</p> <p>Policy No.: _____</p> <p>Policy Period: (from) _____ (to) _____</p> <p>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits</p> <hr/> <p><input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which) _____</p> <hr/> <p>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 <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:</p> <p>CITY AGREEMENTS/PERMITS _____</p>
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<p><b>TYPE OF INSURANCE</b></p> <p><input type="checkbox"/> COMMERCIAL AUTO POLICY</p> <p><input type="checkbox"/> BUSINESS AUTO POLICY</p> <p><input type="checkbox"/> OTHER</p>	<p><b>OTHER PROVISIONS</b></p>
<p><b>LIMIT OF LIABILITY</b></p> <p>\$ _____ per accident, for bodily injury and property damage.</p>	<p><b>CLAIMS:</b> Underwriter=s representative for claims pursuant to this insurance.</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Telephone: ( _____ ) _____</p>

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 (aany 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.

<b>ENDORSEMENT HOLDER</b>	
<p><b>CITY OF OXNARD</b>  <b>Attn: Insurance Compliance</b>                  Reference No. <u>A-8220</u>                  P.O. Box 100085 – OX                  Duluth, GA 30096                  Via Email: <a href="mailto:cityofoxnard@ebix.com">cityofoxnard@ebix.com</a>                  Via Fax: 678-259-1007</p>	<p><b>AUTHORIZED REPRESENTATIVE</b></p> <p><input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____</p> <p>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.</p> <p>Signature _____</p> <p style="text-align: center;"><i>(original signature required)</i></p> <p>Telephone: ( _____ ) _____ Date Signed _____</p>

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



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.*



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”

“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.*

## CITY OF OXNARD

**BID SHEETS FOR ARTERIAL STREET RESURFACING PROJECT AT VARIOUS  
LOCATIONS SPECIFICATION NO. PW 20-28**

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:

**SCHEDULE 1 BASE AMOUNT:**

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (not to exceed 5% of the Total Base Bid Amount)	1001-3	LS	LUMP SUM	100,000	100,000
2	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	485,000	485,000
3	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	22,000	22,000
<b>SAVIERS RD</b>						
4	Cold Mill AC Pavement (3" Max)	1110-3	SQYD	21,000	2.40	50,400
5	Unclassified Excavation	1120-4	CY	50	100	5,000
6	Class 2 Aggregate Base	1130-4	TON	80	75	6,000
7	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TON	2,364	112	264,768
8	Remove And Replace PCC Sidewalk	1174-6	SQFT	1,800	12	21,600
9	Grind PCC Sidewalk	1174-6	SQFT	65	45	2,925
10	Remove And Replace PCC Curb And Gutter (A2-6)	1174-6	LF	100	85	8,500
11	Install 24-Inch Root Barrier	1174-6	LF	60	45	2,700
12	Install/Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles	1174-6	SQFT	400	20	8,000

13	Adjust Manhole Cover To Finished Grade	1185-4	EA	9	1,750.-	15,750.-
14	Adjust Water Valve Cover To Finished Grade	1185-4	EA	12	965.-	11,580.-
15	Adjust Survey Monument Cover To Finished Grade	1185-4	EA	1	2,000.-	2,000.-
16	Adjust Water Meter Box To Finished Grade	1187-4	EA	5	670.-	3,350.-
17	6" Solid White Thermoplastic Stripe	1515-4	LF	550	0.50	275.-
18	12" Solid White Thermoplastic Stripe	1515-4	LF	455	2.65	1,205.75
19	Detail 9 Thermoplastic Stripe	1515-4	LF	3,760	0.50	1,880.-
20	Detail 25A Thermoplastic Stripe	1515-4	LF	4,770	0.80	3,816.-
21	Detail 37B Thermoplastic Stripe	1515-4	LF	350	1.05	367.50
22	Detail 38 Thermoplastic Stripe	1515-4	LF	910	1.05	955.50
23	Detail 39 Thermoplastic Stripe	1515-4	LF	8,100	0.50	4,050.-
24	Detail 39A Thermoplastic Stripe	1515-4	LF	700	0.50	350.-
25	Detail 40 Thermoplastic Stripe	1515-4	LF	50	0.70	35.-
26	Bike Lane Symbol And Arrow Thermoplastic Pavement Marking	1515-4	EA	6	90.-	540.-
27	Type IV Arrow Thermoplastic Pavement Marking	1515-4	EA	12	80.-	960.-
28	Install Blue RPM	1515-4	EA	8	8.50	68.-
29	Paint Curb Red	1515-4	LF	360	1.05	378.-
30	Install Type D Loop Detector	1520-23	EA	3	610.-	1,830.-
31	Install Type E Loop Detector	1520-23	EA	6	610.-	3,660.-
32	Install R3-7 Sign	1530-4	EA	1	210.-	210.-

33	Install W73A (CA) Sign	1530-4	EA	1		265.-	265.-
34	Install/Remove And Replace Street Sign Post	1530-4	EA	2		131.-	262.-
35	Furnish And Install Detectable Warning Surface Tiles	1901-4	SQFT	144		35.-	5,040
<b>ROSE AVE</b>							
36	Cold Mill AC Pavement (2" Max)	1110-3	SQYD	6,500		4.35 <del>5.9.60</del>	28,275.- 23,400.- S.C.
37	Unclassified Excavation	1120-4	CY	100		85.-	8,500.-
38	Class 2 Aggregate Base	1130-4	TON	100		65.-	6,500.-
39	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TON	800		117.-	93,600.-
40	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TON	250		190.-	47,500.-
41	Crack Seal	1155-4	LB	11,000		6.25	68,750.-
42	Micro-Surfacing (Type II)	1163-7	TON	950		395.-	375,850.-
43	Remove And Replace PCC Sidewalk	1174-6	SQFT	1,900		12.-	22,800.-
44	Grind PCC Sidewalk	1174-6	SQFT	100		45.-	4,500.-
45	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	250		100.-	25,000.-
46	Remove And Replace PCC Curb (Type A1-6)	1174-6	LF	20		86.-	1,720.-
47	Remove And Replace PCC Cross Gutter and Spandrel	1174-6	SQFT	3,000		24.-	72,000.-
48	Install 24-Inch Root Barrier	1174-6	LF	100		50.-	5,000.-
49	Install/Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles	1174-6	SQFT	1,250		20.-	25,000.-
50	Install Bike Lane Symbol And Arrow Thermoplastic Pavement Marking	1515-4	EA	39		90.-	3,510.-
51	Install Bike Loop Detector Symbol Thermoplastic Pavement Marking	1515-4	EA	2		70.-	140.-
52	Install "ONLY" Thermoplastic Pavement Marking	1515-4	EA	1		100.-	100.-



53	Install "SCHOOL" Thermoplastic Pavement Marking	1515-4	EA	5	131.5	655.-
54	Install "RR-XING" Thermoplastic Pavement Marking	1515-4	EA	7	210.5	1,470.-
55	Install 24" RR-Xing Transverse Line Thermoplastic Pavement Marking	1515-4	LF	80	5.25	420.-
56	Install Type IV Arrow Thermoplastic Pavement Marking	1515-4	EA	83	80.5	6,640.-
57	Install Type VI Arrow Thermoplastic Pavement Marking	1515-4	EA	2	90.5	180.-
58	Install U-Turn Arrow Thermoplastic Pavement Marking	1515-4	EA	1	80.5	80.-
59	Install 24" Yellow Crosswalk Ladder Type Thermoplastic Pavement Marking	1515-4	SQFT	680	5.25	3,570.-
60	Install 12" Solid White Thermoplastic Stripe	1515-4	LF	6,500	2.65	17,225.-
61	Install 6" Solid White Thermoplastic Stripe	1515-4	LF	4,150	0.50	2,075.-
62	Install Detail 9 Thermoplastic Stripe	1515-4	LF	26,000	0.47	12,226.-
63	Install Detail 22 Thermoplastic Stripe	1515-4	LF	200	2.10	420.-
64	Install Detail 25A Thermoplastic Stripe	1515-4	LF	1,800	0.80	1,440.-
65	Install Detail 27 Thermoplastic Stripe	1515-4	LF	200	2.10	420.-
66	Install Detail 27B Thermoplastic Stripe	1515-4	LF	1,750	0.55	962.50
67	Install Detail 37B Thermoplastic Stripe	1515-4	LF	1,250	1.05	1,312.50
68	Install Detail 38 Thermoplastic Stripe	1515-4	LF	7,100	1.05	7,455.-
69	Install Detail 39 Thermoplastic Stripe	1515-4	LF	32,000	0.47	15,040.-
70	Install Detail 39A Thermoplastic Stripe	1515-4	LF	7,000	0.47	3,290.-
71	Paint Curb Red	1515-4	LF	1,000	1.05	1,050.-

72	Install Blue RPM	1515-4	EA	33	8.50	280.50
73	Install Green Pavement Marking (MMA)	1515-4	SQFT	1,600	5.50	8,800.-
74	Install Or Remove And Replace Street Name Sign	1530-4	EA	6	262.-	1,572.-
75	Install Or Remove And Replace Advance Street Name Sign	1530-4	EA	15	420.-	6,300.-
76	Install Or Remove And Replace Overhead Street Name Sign	1530-4	EA	4	2,200.-	8,800.-
77	Install Or Remove And Replace Way Finding Sign	1530-4	EA	2	1,050.-	2,100.-
78	Install Or Remove And Replace Sign Post	1530-4	EA	30	131.-	3,930.-
79	Reset Sign And Post	1530-4	EA	2	131.-	262.-
80	Remove Or Re-Install Traffic Sign	1530-4	EA	6	157.-	942.-
81	Install R4-4 Sign Per MUTCD Rev 4	1530-4	EA	6	210.-	1,260.-
82	Install S5-3 Sign Per MUTCD Rev 4	1530-4	EA	2	210.-	420.-
83	Install SR4-1 Sign Per MUTCD Rev 4	1530-4	EA	2	262.-	524.-
84	Install SW24-3(CA) Sign Per MUTCD Rev 4	1530-4	EA	1	262.-	262.-
85	Install W73A Sign Per MUTCD Rev 4	1530-4	EA	2	262.-	524.-
86	Install W11-2 Sign Per MUTCD Rev 4	1530-4	EA	1	262.-	262.-
87	Install W16-P Sign Per MUTCD Rev 4	1530-4	EA	1	131.-	131.-
88	Furnish And Install Detectable Warning Surface Tiles	1901-4	SQFT	466	35.-	16,310.-
89	Remove And Replace 6'-0" Wide Sidewalk Concrete Drainage Channel With Steel Plate Cover Per Plan Detail, Complete-In-Place	1192-5	LF	8	1,250.-	10,000.-

RIVER RIDGE GOLF COURSE						
90	Roadside Clearing	1103-3	LS	LUMP SUM	6,800 <sup>-</sup>	6,800 <sup>-</sup>
91	Unclassified Excavation	1120-4	CY	260	76 <sup>-</sup>	19,760 <sup>-</sup>
92	PCC Swale (Type E Curb Per Caltrans Standard Plan A87A)	1192-5	LF	1200	60 <sup>-</sup>	72,000 <sup>-</sup>
<b>SCHEDULE 1 BASE AMOUNT TOTAL</b>					<b>\$ 2,061,030.25</b>	

**NOTE:**

- 1. ADDITIVE ALTERNATIVE (Bid Item Numbers 93 Thru 141):** To be installed as required per Engineer's direction. Payment for these items shall be based on the actual quantities installed. All Bidders must provide bid item price for the Additive Alternative Bid Items listed.

**SCHEDULE 2 ADDITIVE ALTERNATIVE ITEMS:**

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
<b>RICE AVE.</b>						
93	Mobilization/Demobilization (not to exceed 5% of the Total Schedule 2 Bid Amount)	1001-3	LS	LUMP SUM	15,000 <sup>-</sup>	15,000 <sup>-</sup>
94	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	20,000 <sup>-</sup>	20,000 <sup>-</sup>
95	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	5,000 <sup>-</sup>	5,000 <sup>-</sup>
96	Unclassified Excavation	1120-4	CY	100	85 <sup>-</sup>	8,500 <sup>-</sup>
97	Class 2 Aggregate Base	1130-4	TON	100	75 <sup>-</sup>	7,500 <sup>-</sup>
98	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TON	200	130 <sup>-</sup>	26,000 <sup>-</sup>
99	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TON	850	149 <sup>-</sup>	126,650 <sup>-</sup>
100	Type II Micro-Surfacing	1163-7	TON	625	345 <sup>-</sup>	215,625 <sup>-</sup>
101	Type III Micro-Surfacing	1163-7	TON	550	300 <sup>-</sup>	165,000 <sup>-</sup>

102	Remove And Replace PCC Sidewalk	1174-6	SQFT	1,500	12.5	18,000.5
103	Remove And Replace PCC Curb Ramp, Case B Type 2	1174-6	SQFT	200	20.5	4,000.5
104	Install 24-Inch Root Barrier	1174-6	LF	100	50.5	5,000.5
105	Grind PCC Sidewalk	1174-6	SQFT	50	60.5	3,000.5
106	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	55	125.5	6,875.5
107	Install "RR-XING" Pavement Marking (T)	1515-4	EA	2	210.5	420.5
108	Install 24" RR Transverse Line (T)	1515-4	LF	50	6.5	300.5
109	Install Bike Lane Symbol With Arrow Pavement Marking (T)	1515-4	EA	16	90.5	1,440.5
110	Install Bicycle Loop-Detector Symbol Pavement Marking (T)	1515-4	EA	2	70.5	140.5
111	Install Type IV Arrow Pavement Marking (T)	1515-4	EA	32	80.5	2,560.5
112	Install 6" Solid White (T)	1515-4	LF	2,300	0.47	1,081.5
113	Install 12" Solid White (T)	1515-4	LF	3,400	2.65	9,010.5
114	Install Detail 9 (T)	1515-4	LF	1,750	0.47	822.50
115	Install Detail 12 (T)	1515-4	LF	20,600	0.47	9,682.5
116	Install Detail 25A (T)	1515-4	LF	15,000	0.79	11,850.5
117	Install Detail 27B (T)	1515-4	LF	3,500	0.53	1,855.5
118	Install Detail 37B (T)	1515-4	LF	1,900	1.05	1,955.5
119	Install Detail 38 (T)	1515-4	LF	3,500	1.05	3,675.5
120	Install Detail 39 (T)	1515-4	LF	13,900	0.47	6,533.5

121	Install Detail 39A (T)	1515-4	LF	1,600	0.47	752.-
122	Paint Curb Red	1515-4	LF	200	1.05	210.-
123	Install Blue RPM	1515-4	EA	16	8.40	134.40
124	Install Green Pavement Marking (MMA)	1515-4	SQFT	2,200	5.50	12,100.-
125	Remove And Replace Street Name Sign	1530-4	EA	7	265.-	1,855.-
126	Remove And Replace Advance Street Name Sign	1530-4	EA	12	475.-	5,700.-
127	Re-Install Sign Panel	1530-4	EA	4	90.-	360.-
128	Install R81 (CA) Bike Lane Sign	1530-4	EA	10	210.-	2,100.-
129	Install R81A (CA) "Begin" Bike Lane Sign	1530-4	EA	1	80.-	80.-
130	Install R81B (CA) "End" Bike Lane Sign	1530-4	EA	2	80.-	160.-
131	Install R4-4 Turn Lane Yield To Bikes Sign	1530-4	EA	3	210.-	630.-
132	Install W74(CA) Thru Traffic Merge Left/Right Sign	1530-4	EA	1	262.50	262.50
133	Install W73(CA) Right Lane Exits Ahead Sign	1530-4	EA	2	265.-	530.-
133	Remove Existing Sign And Post	1530-4	EA	2	158.-	316.-
134	Remove And Replace Sign Post	1530-4	EA	35	131.-	4,585.-
<b>SCHEDULE 2 - TOTAL AMOUNT</b>					<b>\$</b>	<b>707,288.40</b>

**SCHEDULE 3 : ADDITIVE ALTERNATIVE ITEMS**

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
135	Adjust Manhole Cover To Finished Grade	1185-4	EA	17	1,750.-	29,750.-

136	Adjust Water Valve Cover To Finished Grade	1185-4	EA	21	965. <sup>-</sup>	20,265. <sup>-</sup>
138	Adjust Survey Monument Cover To Finished Grade	1185-4	EA	3	1,650. <sup>-</sup>	4,950. <sup>-</sup>
139	Remove And Replace 8-Ft High Block Wall	1192-5	LF	20	775. <sup>-</sup> <del>600.<sup>-</sup></del> s.c.	15,500. <sup>-</sup> <del>12,000.<sup>-</sup></del> s.c.
140	Install Type D Inductive Loop Detector	1520-23	EA	5	609. <sup>-</sup>	3,045. <sup>-</sup>
141	Install Type E Inductive Loop Detector	1520-23	EA	10	609. <sup>-</sup>	6,090. <sup>-</sup>
<b>SCHEDULE 3 – TOTAL AMOUNT</b>					<b>\$ 79,600</b>	

Note: 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 7-3.5.1. 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 = SCHEDULE 1 (BASE AMOUNT) + SCHEDULE 2 (ADDITIVE ALTERNATIVE ITEMS) + SCHEDULE 3 (ADDITIVE ALTERNATIVE ITEMS)

TOTAL BID PRICE IN DIGITS: \$ 2,847,918.65

TOTAL BID PRICE IN WORDS: Two million eight hundred forty-seven thousand nine hundred eighteen dollars and sixty-five cents

\*\*\* The lowest Bid shall be the lowest Total Bid Price, including the Schedule 1 Base Amount Total and Schedule 2 Additive Alternative Items and Schedule 3 Additive Alternative Items.

Complete the Work at Saviers Rd within thirty (30) Working Days.

Complete the Work at Rice Ave. within thirty-five (35) Working Days.

Complete the Work at Rose Ave. within thirty-five (35) Working Days.

Complete the Work at River Ridge Golf Course within twenty (20) Working Days.

Contractor must complete all Work within one hundred (100) Working Days of the City's Notice to Proceed.