



**INVITATION TO BID
INVITATION TO BID NO. B-130000350
ANNUAL STORM DRAIN MAINTENANCE
November 22, 2016**

The City of Ventura invites your bid for **Annual Storm Drain Maintenance**, per the attached Invitation to Bid (ITB) Package and standard General Service Agreement (GSA) for non-professional services.

All questions¹ shall be submitted via email to Burris DeBenning, Senior Buyer at bdebenning@cityofventura.net no later than Wednesday December 7, 2016 at 2:00 PM.

Closing Time and Date

Two (2) copies of your signed sealed bid (including any exceptions in writing), initialed and signed General Provisions and completed and signed Pricing Sheet, must be submitted in a sealed envelope marked "ITB No. B-130000350" prior to:

Thursday, December 15, 2016 at 4:00 P.M.

Submit your entire bid package to the following address:

City of Ventura
501 Poli Street, Room 102
P.O. Box 99
Ventura, CA 93002-0099

BIDS RECEIVED AFTER DAY AND TIME SPECIFIED WILL NOT BE ACCEPTED.
FIRMS ARE RESPONSIBLE FOR PROMPT DELIVERY OF THEIR BIDS. FAXED OR
ELECTRONIC RESPONSES WILL NOT BE ACCEPTED.

BIDS WILL NOT BE OPENED PUBLICLY.

¹ NOTE: City Hall **will be closed** on Thanksgiving Day (11/24) and Friday (11/25).

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INSTRUCTIONS TO BIDDERS

1. **Scope:**
Bids are hereby requested for **Annual Storm drain Maintenance (B-130000350)** as per instructions and specifications included herein.

2. **Literature:**
As specified in the Scope of Work or Specifications, full technical information on the equipment proposed shall be provided with your bid. Letters containing blanket statements or non-technical advertising brochures are not acceptable.

3. **Mandatory Items to Submit for ITB:**
*Failure to submit any of these documents **may result** in a determination of the bid as "non-responsive."*
 - a. Complete bid that addresses all requirements and specifications of this ITB.
 - b. Signatures on ALL pages requiring bidder acknowledgment.
 - c. Completed Schedule of Work and Prices.
 - d. Proof of Insurance per the requirements of General Provisions and the Sample General Services Agreement (GSA).
 - e. Proof of CA State Contractor's License (either attached as separate document or entered on Bidder Acknowledgement Form).
 - f. Proof of Confined Space Certification.
 - g. Three (3) references from public agencies (On Bidder Acknowledgement Form).
 - h. Completed and Signed Bidder Acknowledgement Form.
 - i. Exceptions to terms and conditions of GSA
 - j. Document from State of California attesting to your company's registration with the CA Department of Industrial Relations (DIR). Please include a printout of the email confirmation of your registration. Bidders **NOT** registered are automatically non-responsive to this ITB.

PLEASE NOTE: Awarded Contractor **MUST** file an application with the City's Business Office for a City Business License. Companies without a City Business License are not permitted to provide any services on City property.

The City shall be the sole judge of the successful respondent hereunder. The City reserves the right to reject any or all bids.

ITB SUBMITTAL CHECKLIST

ITEM	SUBMITTED (YES/NO or "check")
Compete ITB bid	
Signatures/initials on pages requiring them	
Complete Schedule of Work and Prices	
Proof of Insurance	
Proof of CA Contractor's License	
Proof (printout) of document from State of California attesting to your company's registration with the CA Department of Industrial Relations (DIR).	
Proof of Confined Space Certification	
Three (3) references from public agencies	
Completed and signed Bidder Acknowledgement Form	
Any exceptions to GSA	

SCOPE OF SERVICES/SPECIFICATIONS

I. PROJECT OVERVIEW

The City of Ventura is seeking bids from qualified Contractors to clean and service the City's catch basin/storm drain inlets up to four (4) times per calendar year. The Scope of Services to be performed under this Contract includes the Contractor's services and the City of Ventura's compliance with our Regional Water Quality Control Board (RWQCB) Stormwater Permit.

BACKGROUND

Per the City of Ventura's RWQCB Stormwater Permit, each of the City's 2000+ catch basins must be inspected at least once per calendar year, and those that contain trash/debris must be cleaned. Catch basins are designated as Priority A, B and C. Priority A catch basins are located throughout the City and generally generate a high quantity of trash. Priority B catch basins generally generate a medium level of trash. Priority C catch basins typically generate low levels of trash.

APPROXIMATE QUANTITIES OF WORK

The approximate total number of storm drain structures to be inspected, and cleaned as needed, in FY 2016-17 is:

- 34 Priority A Catch Basins
- 430 Priority B Catch Basins
- 2000+ Priority C Catch Basins

APPROXIMATE SCHEDULE OF WORK*

- Priority A 4X/YR
- Priority B 4X/YR
- Priority C 1X/YR

- **July:** **Priority A & B drains**
- **October:** **All Drains**
- **January:** **Priority A & B drains**
- **April:** **Priority A & B drains**

*: Due to delayed bid release, October cleaning will be moved to January 2017 and January will be completed February 2017.

To use City water for cleaning operations, Contractors must obtain a City water meter pursuant to policies and agreements of Ventura Water department (805) 667-6500.

II. WORK SPECIFICATIONS

CATCH BASIN CLEANING

The Contractor shall clean catch basin inlets (single and double depth), underground vaults, catch basins, concrete inlets (catch basins without the sump, also called pass-through drains), of debris, sediment and miscellaneous obstructions. Structures will be cleaned until all debris is removed from the sides, bottom and trash excluder screen if present. Prior to cleaning the catch basin, the Contractor will estimate the type of debris in the basin as well as the quantity according to 5-gallon bucket quantities. All debris quantities and related work will be entered into a City-issued laptop connected to the City's Storm Drain Atlas Database. The data is uploaded to the City's server and all work is tracked real-time by the City. Proper training will be conducted by the City's project manager prior to beginning work. Work can be performed manually or with a vacuum truck. All associated costs must be accounted for in the Schedule of Work and Prices. Catch basins will be field checked by the City and will be cleaned again if debris removal is found to be unsatisfactory. The City will not be charged for this supplementary cleaning.

Catch Basin Inspection Example:

A catch basin inspection occurs when contractor arrives at a catch basin, removes the lid or grate, and observes no debris for removal. Contractor will leave the entries for debris blank on the laptop and the system will record this as an inspection.

Catch Basin Cleaning Example:

Contractor observes debris in a catch basin and makes a best faith effort to estimate the amount and type of debris. In this example, contractor notes approximately one 5-gallon bucket of leaves and two 5-gallon buckets of trash. These quantities are entered for this catch basin in the laptop worksheet. Contractor cleans the basin, deck, bicycle grate, trash excluder, debris basket (Flogard or equivalent) and invert and removes all debris.

Typical debris removed from drains includes trash, leaves, dirt, sand, rock, metal, glass, aluminum cans and other miscellaneous debris. Debris may be disposed at the City Maintenance Yard located at **336 Sanjon Road**. If used (not mandatory) for the project, a vacuum truck operator can use the City's dewatering basin and solid waste can be disposed in the trash dump in the lower yard. Contractor will not be charged for dumping and disposal. Contractor will be provided a 'sharps' container for proper disposal of hypodermic needles if encountered.

TRASH EXCLUDERS

The City has installed approximately 300 metal screens (trash excluders) in high trash generating catch basins throughout the City. When a screen is encountered, Contractor will take note of its presence in the laptop. Contractor will clean catch basin and trash excluder while taking care not to damage the device. Contractor will reinstall screens that have become dislodged from their mounts when catch basin cleaning is completed.

PLACARDS

Contractor will be supplied with "No Dumping Drains to Ocean" placards and will replace any missing placards when cleaning basins. Adhesive will also be provided. Installation will be charged on a per-installation basis and will be noted on the laptop worksheet.

ADDITIONAL PROVISIONS Contractor will provide appropriate traffic control following the most recent version of the California Manual Uniform Traffic Control Devices (MUTCD), including the section on Temporary Traffic Control and Traffic Control for School Areas and must conform to all City policies and requests for traffic control.

Contractor is required to obtain a no-fee Encroachment Permit from the City prior to start of the project.

Contractor shall have a current City of Ventura Business License before start of work.

This is a prevailing wage job and contractor **MUST** be registered with the State Department of Industrial Relations (DIR).

Measurement & Payment

- (1) "Catch Basin Inspection" shall be measured by each drain inspected and no debris removed.
- (2) "Catch Basin Cleaning" shall be measured by each drain cleaned.
- (3) "Placard Installation" shall be measured by each placard installed

SCHEDULE OF WORK AND PRICES

CATCH BASINS	MEASUREMENT/OTHER	PRICE
Inspection only, no Cleaning*	Each	\$
Inspection & Cleaning*	Each	\$
PLACARDS	MEASUREMENT/OTHER	PRICE
Installation	Each	\$

*Includes data entry into field computer for each catch basin.

RFP/ITB PROVISIONS FOR GENERAL SERVICES AGREEMENTS

These provisions shall be a part of your bid package and/or any resultant contract, in addition to your acceptance of the terms and conditions of the Standard Form General Services Agreement, included herein.

Scope of Bid/Bid: A Request for Bid or Invitation to Bid is hereby requested for Annual Storm Drain Maintenance (ITB 130000350) as per the specifications included herein:

The bidder agrees that:

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of San Buenaventura specifications for the prices quoted.

Note: Bidder is defined as any individual, partnership, or corporation submitting a bid, bid, or quotation in response to an invitation to or request for bid, request for bid, or request for quotation. A bidder may also be referred to as bidder/contractor, contractor, supplier, or vendor.

1. Prices:

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error; the person signing the bid must initial corrections in ink. Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices.

2. Bidder's Security: NOT APPLICABLE

A bid deposit in an amount equal to at least 10% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's check, a certified check made payable to the City of San Buenaventura, or a bid bond. If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of California. The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.

3. Items Offered:

If the item offered has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal".

4. Brand Names:

Whenever reference to a specific brand name is made, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the bidder; they are guidelines to minimum qualifications. The bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the bidder.

An equivalent ("or equal") may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder's responsibility to provide, at bidder's expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

5. Samples: NOT APPLICABLE

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples within forty-eight (48) hours upon request and at no additional cost to the City.

6. Verify Quotations:

Prices shall be verified prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

7. Firm Prices:

Prices on bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City of San Buenaventura shall receive the benefit of such decline.

8. Modification or Withdrawal of Bids:

Bids may be modified or withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder's authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

9. Late Bids, Modifications, or Withdrawals:

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered unless receipt is before the contract is awarded and the City determines that late receipt was due solely to City error.

10. Mistake in Bid:

(a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by modifying or withdrawing the bid in accordance with Items 8 and 9 above.

(b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which is unfavorable to bidder, bidder may request consideration be given to modifying the bid if it remains the lowest bid or to withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid closing. The decision of the Purchasing Manager is final as regards acceptance or rejection of requests for correction of bids.

(c) A mistake in bid cannot be considered once a purchase order or contract is issued.

11. Signature:

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

12. No Bids:

If no bid is to be submitted, the bid should be marked "No Bid" and returned to maintain the bidder's name in the vendor file for future solicitations. A letter or postcard may be submitted. If a bidder fails to respond to a reasonable number of bids without returning a "No Bid", the Purchasing Manager reserves the right to delete the bidder from the vendor file for future solicitations.

13. Alternative Bids:

To be responsive to the bid, bidder must submit a bid that meets all specific bid requirements. Once bidder has proposed a product which is responsive to the specification, bidder may include with the bid any additional bids or alternative products that bidder believes can meet or exceed the City's requirements and that may offer additional advantages, benefits, or cost savings. The City reserves the right to evaluate, and accept or reject, such alternatives as though they were part of the original specifications without advertising for further bids, when in the best interests of the City. Any awards so made will be based on operational and cost analysis considerations that would result in the optimum economic advantage to the City.

14. Confidential Information:

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

15. Quality:

Unless otherwise required in the specifications, bidder's bid shall assume that all goods furnished shall be new and unused.

16. Tropical Hardwoods: NOT APPLICABLE

In accordance with the City of San Buenaventura Administrative Policy and Procedure 18.2, incorporated and made part of these General Provisions, Bidders shall not propose or provide any items to the City in regard to performance of contract, which are tropical hardwood products. Bidders are urged not to import, purchase, obtain, or use for any purpose, any tropical hardwood product in support of any City agreement.

17. Litigation Warranty:

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of California and approved by The City of San Buenaventura in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

18. Royalties, Licenses and Patents:

Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the bidder or those furnishing material to bidder pursuant to this contract.

19. Performance Standards:

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction of the City.

20. Warranties:

(a) All material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for at least twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid as an exception.

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

21. Addenda:

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued may render the bid invalid and result in its rejection.

22. Specifications to Prevail:

The detailed technical requirements of the specifications shall supersede any conflicting reference in these General Provisions that are in conflict therewith.

23. Taxes:

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City and County Sales Taxes. Do not include this tax in the amount bid. However, tax is to be added by the successful bidder to the net amount invoiced.

24. Conflict of Interest:

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

25. Gratuities:

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

26. Faithful Performance Bond: NOT APPLICABLE

If required and defined within the Scope of Work, the Bidder will be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City of San Buenaventura, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond or deposit shall be forfeited to the City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

27. Award of Contract – Request for Bid (RFB) and Request for Bid (ITB):

- (a) Bids/Bids will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/bids received; and to select the bid(s) or bid(s) deemed most advantageous to the City. The City will, however, consider bids/bids submitted on an "all or nothing" basis if the bid/bid is clearly designated as such.
- (c) The City reserves the right to award one or more contracts on the bids/bids submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.
- (d) Upon acceptance by the City of San Buenaventura, the solicitation, bid, bid, or price quotation and a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Provisions without further action required by either

party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause 28 or any related integrated agreement.

28. Request for Bid (ITB) Submittals:

In the case of Request for Bids (ITB's), it should be noted that the documents submitted by prospective bidders are competitive sealed bids and not non-competitive sealed bids. By their nature, bids will include a number of variables that will vary based on the complexity of the product or service addressed within the bid.

When bids are opened, prices and other information will not be made public until the bid is awarded. There shall be no disclosure of any bidder's information to competing bidders prior to the award of the bid. At that time, the executed contract and bids will become public information. Accordingly, each bid should be submitted on the vendor's most favorable terms from a price and technical standpoint.

29. Protests:

Protests by unsuccessful bidders to the selection for award shall be submitted in writing to the Purchasing Manager no later than ten (10) calendar days after award recommendation. Failure to submit a timely written protest to the Purchasing Manager shall bar consideration of such protest. The Purchasing Manager shall consider the merits of the protest and make a determination that shall be immediately communicated to the protesting bidder. Any appeal concerning the determination of the Purchasing Manager shall be submitted in writing to the Finance and Technology Director (FD) no later than five (5) calendar days after the original determination is communicated to the bidder. The FD shall hear the documented arguments of the protest and a written determination will be made and returned to the affected vendor(s). Determinations by the FD concerning protests are final.

30. Documentation:

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City's option the bid bond may be attached for damages suffered.

31. Discounts:

- (a) Prompt payment discounts offered for payment within less than fifteen (15) calendar days will not be considered in evaluating bids for award. However, offered discounts of less than 15 days will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

32. Seller's Invoice:

Invoices in support of any resultant contract shall be prepared and submitted in duplicate to address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

33. Inspection and Acceptance:

Inspection and acceptance associated with any resultant contract shall be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

34. Lost and Damaged Shipments:

Risk of loss or damage to items, pursuant to any resultant contract, prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

35. Late Shipments:

Bidder, as part of any resultant contract, is responsible to notify the City department receiving the items and the Purchasing Manager of any late or delayed shipments. The City will reserve the right to cancel all or any part of an order if the shipment is not made as promised.

36. Advertisements, Product Endorsements:

City employees and agencies or organizations funded by the City of San Buenaventura are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of San Buenaventura has endorsed their product or service without the City Manager's prior written approval.

37. Optional Cooperative Purchase Agreement

It is intended that any other public agency (i.e., city, district, public agency, municipality or state agency) located within California shall have the option to participate in any award made as a result of this solicitation. The City of San Buenaventura shall incur no financial responsibility in connection with purchase orders or contracts made by the bidder with another public agency resulting from this solicitation. The public agency shall accept sole responsibility for placing orders and making applicable payments to the vendor. State whether said "cooperative" option is granted on the City quotation sheet. The option shall not be considered in the bid evaluation.

38. City Provisions to Prevail.

Except as indicated in this request or applicable specifications, the City's standard General Provisions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) shall provide materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor. To the extent not otherwise provided for by the contract documents, the California Commercial Code shall apply.

39. Invalid Provisions:

In the event that any one or more of the provisions of any resultant agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

40. Amendments and Modifications:

The Purchasing Manager may at any time, by written order, and without notice to the sureties, make a modification to any resultant contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

41. Assignment:

Bidder shall not assign or delegate duties or responsibilities under this solicitation or any resultant agreement, in whole or in part, without prior written approval of the City.

42. Venue:

Any resultant agreement shall be governed by and interpreted according to the laws of the State of California, and venue for any proceeding shall be in the County of Ventura.

43. Small Local Business Purchasing Preference.

In determining the lowest responsible bidder for any city purchase of goods or public works construction contract, that is for \$250,000 or less, and when responsibility and quality are equal, a credit of five percent (5%) of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" as defined below.

Definition: "Small Local Business" shall mean either: 1) a business entity that has for at least twelve (12) months immediately preceding submittal of its bid held a current business license issued by the city and maintained its principal business office within the city's geographic boundaries, and that employs fewer than one hundred (100) employees or has average annual gross receipts of twenty

million dollars (\$20,000,000) or less over the preceding three years or 2) a business entity that proposes to use subcontractors, accounting for at least thirty (30) percent of the contract bid value, that have for at least twelve (12) months immediately preceding submittal of its bid held a current business license issued by the city and maintained its principal business office within the city's geographic boundaries, and that employs fewer than one hundred (100) employees or has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the preceding three years.

Certification: Should Seller meet the requirement of a Small Local Business, Attachment A must be completed and returned with a valid and authorized quotation.

**APPROVED AS TO FORM
PER SBMC 4.600.050
Gregory G. Diaz, City Attorney**

Attachment A

SMALL LOCAL BUSINESS PURCHASING PREFERENCE CERTIFICATION

Qualified vendors that desire consideration as a City of Ventura "Small Local Business" under this solicitation must complete the "Statement of Small Local Business Certification" contained herein and submit it as a part of their bid. Late submittals of the "Statement of Small Local Business Certification" will not be considered. Submission of this statement will qualify the business for treatment as a "Small Local Business" for purposes of this solicitation only. The Statement made under this solicitation shall not qualify the vendor as a "Small Local Business" under any other solicitation.

Small Local Business Certification:

Any business claiming to be a "Small Local Business", as defined under the Bid Instructions section of this solicitation, shall so certify in writing to the City's requesting Buyer. The Buyer shall not be required to verify the accuracy or any such certifications, and shall have the sole discretion to determine if a business meets the definition of a "Small Local Business."

Any person or business falsely claiming to be a local vendor under this section shall be ineligible to transact any business with the City for a period of not less than three (3) months and not more than twenty-four (24) months as determined in the sole discretion of the City's Purchasing Manager. The City shall also have the right to terminate all or any part of any contract entered into with such person or business.

STATEMENT OF SMALL LOCAL BUSINESS CERTIFICATION CITY OF SAN BUENAVENTURA

Qualified local vendors desiring consideration under the City of Ventura's Small Local Business Preference Program and Policy must complete the following and submit with their bid (print or type).

I _____,

(Individual submitting bid/bid)

(Title)

Of/for _____, Certify that _____
(Company Name) (Company Name)

Is a City of Ventura "Small Local Business" as defined under the Bid Instructions section of the solicitation and therefore qualifies for the Small Local Business Preference.

(Signature)

(Title)

(Date)

BIDDER ACKNOWLEDGEMENT FORM - ITB NO. B-130000350
Annual Storm Drain Maintenance

1. Price, terms and any other conditions quoted shall remain valid and in effect days from bid opening date (minimum of 60 days).
2. Availability from date of order to begin work _____
3. Discount for payment of invoice within 30 days of receipt is ____%.
4. California Contractors License # _____ (No specific license type required for this job)
5. List three (3) references of similar bids within the past twelve months.

COMPANY	ADDRESS	CONTACT	EMAIL	PHONE
---------	---------	---------	-------	-------

- A. _____
- B. _____
- C. _____

6. This is to certify that I have carefully reviewed the City of Ventura's Instructions to Vendor, Terms and Conditions and attached specifications on INVITATION TO BID NO. B-130000350 and have clearly indicated in writing any exceptions my firm is making to these specifications. Therefore, I, the undersigned, hereby agree to both furnish and deliver the bid in this quotation complete as specified, if awarded this bid, within the time specified and at the price quoted therein and without any additional charges to the City of San Buenaventura.

COMPANY NAME PHONE NUMBER

FAX NUMBER

COMPLETE MAILING ADDRESS

EMAIL ADDRESS

NAME AND TITLE OF AUTHORIZED COMPANY OFFICIAL SIGNATURE

DATE

ATTACHMENT A

GENERAL SERVICES AGREEMENT The City San Buenaventura and

This General Services Agreement ("Agreement"), is entered on the dates set forth below by and between the City of San Buenaventura, a charter city and municipal corporation of the State of California, located at 501 Poli Street, Ventura, CA 93002 (the "City"), and _____, a(n) _____, located at _____ ("Contractor"). The City and the Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

By this Agreement, City agrees to engage the services of Contractor, and Contractor agrees to perform the services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth.

1. Contractor's Services.

Contractor shall perform the tasks, obligations, and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as Exhibit A ("Exhibit A").

2. Compensation for Contractor's Services.

City shall pay Contractor for the services performed by Contractor, pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation," attached hereto as Exhibit B ("Exhibit B"). The compensation shall be paid at the time and manner set forth in Exhibit B. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of the invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Contractor of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

3. Living Wage Requirements.

Contractor understands and agrees that if this Agreement is subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code (the "Code") entitled, "Living Wages and Benefits for City Services," a copy of which has been provided to Contractor, or can be provided upon request. By reason thereof, during the term of this Agreement, if Living Wages are applicable, Contractor will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services

provided for by this Agreement. Moreover, Contractor will require any of its successors, assigns, and subcontractors who receive any compensation or other emoluments arising out the performance of the services provided for by this Agreement to similarly pay and/or provide such wages and/or benefits to all of its employees engaged in whole or in part in performing such services. In addition, Contractor and any of its successors, assigns and Sub-Contractors who received any compensation or other emoluments arising out of the performance of the services provided for by this Agreement will post the "Notice to Employees" and provide the other information required by Section 2.525.170 of Chapter 2.525 of the Code at the time and in the manner provided for by that section.

Contractor also understands and agrees that any violation of Chapter 2.525 of the Code will be deemed to be a material breach of this Agreement entitling City to suspend or terminate this Agreement and/or impose the civil penalties provided for by Section 2.525.400 of Chapter 2.525.

Referenced below are the annual adjustments relative to Living Wage Ordinance No. 2006-010:

Section 2.525.160 Annual Adjustment:

Minimum Hourly Rate Without Medical Benefits: \$15.06 for fiscal year 2016-2017.

Minimum Hourly Rate With Medical Benefits: \$11.75 per hour provided the coverage employer pays its covered employees a minimum of \$3.31 per hour worked, toward qualifying medical benefits for covered employees and their dependents for fiscal year 2016-2017.

Section 2.525.130 Applicability: *All service contracts entered into or financial assistance provided after the effective date of this chapter whose combined total exceeds \$30,124 for fiscal year 2016-2017.*

By initialing this Section, Contractor agrees that it has been provided with and read a copy of Chapter 2.525 of the Code as well as this Section, and that Contractor understands Chapter 2.525 and this Section.

Contractor's initials: _____

4. Prevailing Wage Requirements.

Effective January 1, 2015, the payment of State prevailing rates of wages as designated for Ventura County for on-site work and delivery of materials shall apply to public works construction projects over \$25,000 and projects for alteration, demolition, repair, or maintenance work over \$15,000. Prevailing wages are required to be paid to all workers, including subcontracted employees.

This contract may be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). As of July 1, 2014, all contractors and subcontractors must register with the DIR in order to submit a bid and be awarded a contract (you may obtain information at the following link: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationFo>

rm). As of April 1, 2015, the City must hire only registered contractors and subcontractors. For complete DIR requirements, please refer to the "Contractor Registration Fact Sheet" located on the City's website at <http://www.cityofventura.net/ft/purchasing>.

The Contractor will post at appropriate conspicuous points at the site of the project a schedule showing determinations of the Director of Industrial Relations of the prevailing rate of per diem wages. It will be the Contractor's responsibility to obtain copies of the prevailing rate of per diem wages. One source that may be used is the DIR website, which is located at www.dir.ca.gov, or by calling the DIR Prevailing Wage Unit at (415) 703-4774.

The Contractor will comply with Section 1007 of the San Buenaventura Charter. In accordance with Labor Code Section 1775, the Contractor will forfeit as a penalty to the City, \$25.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by Contractor, or by any subcontractor under Contractor, in violation of the provisions of the Charter. In addition to said penalty and pursuant to Section 1775, the difference between the stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the stipulated prevailing wage rate will be paid to each worker by the Contractor. Any sums forfeited under the provisions of this section will be deducted from the payments under this contract by the City.

Every Contractor and subcontractor will keep an accurate record showing the name, occupation, and the actual per diem wages paid to each workman employed by him in connection with the public project.

It is unlawful to split or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

Use of Prevailing Wages vs. Living Wages:

In the event that there is a difference between the amount of wages to be paid under the City of Ventura's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to the contract.

5. Term and Termination of Agreement.

The term of this Agreement shall be from to . At any time, with or without cause, the City shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to Contractor pursuant to Paragraph 26 of this Agreement, and such termination shall be effective immediately upon giving notice. There shall be no period of grace after giving the notice of termination. Upon termination, City shall be liable to Contractor only for work done by Contractor up to and including the date of termination of this Agreement unless the termination is for cause, in which event Contractor need be compensated only to the extent required by law.

6. Commencement of Performance.

Contractor shall not perform any work under this Agreement until: (i) Contractor furnishes proof of insurance as required under paragraph 12 of this Agreement, and (ii) City gives Contractor a written, signed, and numbered purchase order (which shall serve as a Notice to Proceed). All services required of Contractor under this Agreement shall be completed on or before the end of the term of the Agreement.

7. Status of Contractor.

The Parties agree that Contractor, in performing the services herein specified, shall act as an independent Contractor and shall have control of all work for which Contractor is responsible, and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employers while under contract with City. Contractor shall have no right or power to bind the City to any contracts or agreements with third parties. Contractor is not an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits City provides for its employees. However, the City retains the right to provide general instructions to and observe the Contractor in the performance of all services done on behalf of the City.

8. Safety Issues.

Contractor shall not perform any services for the City when the Contractor is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law.

9. Designative Representative.

The following person is designated as the Contractor Representative and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City Representative. Contractor's professional services shall be performed, or immediately supervised by, the Contractor Representative.

(a) Name: _____
Title: _____
Address: _____
City State Zip: _____
Email: _____

The following person is designated as the City Representative:

(b) Name: Chris Palmieri
Title : Public Works Supervisor
Address: 336 Sanjon Rd.
City State Zip: Ventura, CA 93001
Email: cpalmieri@cityofventura.net

10. Assignment.

This Agreement is for the non-professional services of Contractor. Any attempt by Contractor to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void.

11. Records and Inspections.

The Contractor shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

12. Hold Harmless.

Contractor shall hold City and City's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to Contractor's performance of its services pursuant to this Agreement. In the event City and/or any of City's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, or wrongful conduct, Contractor shall indemnify them for any judgment rendered against them for such negligent act, negligent omission, or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

Contractor also understands and agrees that it is being employed to perform the services provided for by this Agreement because of Contractor's professed expertise and experience in performing such services. In addition, Contractor understands and agrees that while City or City's officers, employees, agents, or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by Contractor pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, Contractor waives any right of contribution against City or any of City's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Contractor pursuant to this Agreement.

13. Insurance.

Prior to commencing performance of the services required by this Agreement, and at all other times this Agreement remains in effect, the Contractor shall procure and maintain in full force and effect all of the insurance required by Exhibit "C" attached hereto and by this reference incorporated herein.

14. Covenants and Conditions.

Each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.

15. Invalid Provisions.

In the event that any one or more of the provisions of the City's standard contract terms and conditions shall be found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect and be enforceable.

16. Disputes.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this bid, or any resultant contract which is not disposed of by agreement, shall be decided by the Purchasing and Contracts Manager, who shall reduce this decision to writing and mail a copy to the Bidder. The decision of the Purchasing and Contracts Manager shall be final and conclusive unless bidder requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Manager's decision.

17. Mediation.

Should an unresolved dispute arise out of this agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within thirty (30) days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than sixty (60) days, unless the maximum time is extended by both parties.

18. Lawful Performance.

Contractor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this Agreement. In addition, all applicable permits and licenses required shall be obtained by the Contractor, at Contractor's sole expense.

19. Non-Discrimination and Workplace Policies.

Upon providing a service, program, or activity to the public on behalf of the City shall not discriminate in the employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. Any seller who is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provision of federal law or executive order in the performance of any contract with the city, thereby shall be found in material breach of such contract and thereupon the city shall have the power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of \$25.00 for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

In addition, if Contractor will be providing a service, program, or activity to the public on behalf of the City, Contractor shall comply with the Americans with Disabilities Act and City's policies pursuant thereto, and shall be required to certify that they are in compliance with Sections 8350 - 8355 of Chapter 5.5 of the Government Code, the Drug Free Workplace Act.

20. Annual Appropriation of Funds.

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st of one year and ends June 30th of the following year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term, and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Purchasing Manager is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the lease or contract. The City has no monetary obligation in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract except to the extent of the Purchase Orders issued.

21. Ownership of Contractor's Work Product.

City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Contractor in

performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this contract shall be the property of the City, and all patents or copyrights shall be assigned to the City, unless otherwise agreed. Contractor agrees that City may make modifications to computer software furnished by Contractor without infringing Contractor's copyright or any license granted to City, unless otherwise agreed.

22. Taxpayer Identification Number.

Contractor shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 2000), as issued by the Internal Revenue Service.

23. Modification of Agreement.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual written consent of City and Contractor.

24. Option to Extend Agreement.

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

25. Use of the Term "City".

Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of the City.

26. Notices.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each party's designated representative as set forth above. When addressed in accordance with this paragraph, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

27. Permits and Licenses.

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

28. Waiver.

A waiver by the City of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

29. Force Majeure

Neither the Contractor nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies other than the City.

30. Governing Law

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

31. Severability

In the event that any one or more of the provisions of the City's standard contract terms and conditions shall be found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect and be enforceable.

32. Integrated Agreement

This Agreement represents the entire Agreement between the City and the Contractor, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

33. Acknowledgement.

By signing below, Contractor acknowledges that it has reviewed the City's General Services Agreement terms and conditions and insurance requirements and that Contractor hereby agrees to full compliance.

In witness whereof, the parties have signed this agreement on the dates set forth below.

CITY OF SAN BUENAVENTURA

By: _____
(Name)
(Title)

_____ Date

CONTRACTOR

By: _____
(Name)
(Title)

_____ Date

By: _____
(Name)
(Title)

_____ Date

**APPROVED AS TO FORM
PER SBMC, SECTION 4.600.050
Gregory G. Diaz, City Attorney**

EXHIBIT A
STANDARD FORM GENERAL SERVICE AGREEMENT
(City of San Buenaventura and _____)

SCOPE OF SERVICES

EXHIBIT B
STANDARD FORM GENERAL SERVICE AGREEMENT
(City of San Buenaventura and _____)
SCHEDULE OF COMPENSATION

EXHIBIT "C"
STANDARD FORM GENERAL SERVICES AGREEMENT
(City of San Buenaventura and _____)

INSURANCE REQUIREMENTS

1. Types and Amounts of Insurance Coverage. Contractor shall provide the following types of insurance designated in this section by a check mark that includes coverage limits complying, at a minimum, with the limits set forth herein:

<u>Type of Insurance</u>	<u>Limits (comb. single)</u>
<input checked="" type="checkbox"/> Commercial Gen. liability	\$1,000,000 single occurrence/\$2,000,000 aggregate
<input checked="" type="checkbox"/> Business auto liability	\$1,000,000 single/combined
<input checked="" type="checkbox"/> Workers comp.	Statutory Limit + Waiver of Subrogation
<input type="checkbox"/> Errors and Omissions	

2. Insurance Policy Forms and Provisions. The insurance policies provided by Contractor in compliance with the requirements of this section shall conform to all of the following requirements regarding policy forms and provisions, including reference to the Agreement Number, project name, and / or description of the scope of services.

(a) Commercial Liability Insurance shall be provided on ISO-CGL Form No. CG 00 01 11 85 or 88. Aggregate limit endorsements shall be evidenced on either ISO Form No. CG 25 03 11 85 or ISO Form No. CG 25 04 11 85. City and all of City's officers, employees, agents, and volunteers shall be named as additional insureds under such insurance coverage using the City's standard form endorsement or ISO Form No. CG 20 10 11 85 (in no event with an edition date later than 1990).

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no cross liability exclusion and no Contractor limitation endorsement. In addition, there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices, except for a provision or endorsement limiting liability arising from pollution to liability caused by sudden or accidental pollution.

Any umbrella liability insurance over primary insurance provided to meet primary limits shall apply to bodily injury, personal injury and property damage, at a minimum. Coverage shall be as broad as any required underlying primary coverage, and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be provided with defense costs payable in addition to policy limits. Coverage shall have starting and ending dates concurrent with the underlying coverages.

(b) Errors and Omissions Insurance shall be provided covering liability for professional malpractice. Such coverage shall be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made" basis, Contractor shall continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (hereinafter the "extended insurance"). Such extended insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement, and shall cover Contractor for all claims made by City arising out of any errors or omissions of Contractor, or the officers, employees or agents of Contractor during the time this Agreement was in effect.

(c) Business Auto Coverage shall be provided on ISO Business Auto Coverage Form No. CA 00 01 06 92 including symbol 1 (any auto). As in the case of general liability insurance requirement, City and all of City's officers, employees, agents, and volunteers shall be named as additional insureds under such insurance coverage using City's Standard form endorsement or ISO Form No. CG 20 10 11 85 (in no event with an edition date later than 1990). The insurance policy providing such coverage shall be scheduled as underlying insurance to any umbrella policy required above meeting general liability insurance requirements.

(d) Workers' Compensation/Employer's Liability Coverage shall provide workers' compensation statutory benefits as required by law. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation with respect to the City and City's officers, employees, agents, and volunteers. Employer's liability coverage provided by such insurance shall be scheduled under any primary or umbrella policy described above to meet general liability insurance requirements.

3. Additional Insurance Requirements. Contractor agrees to comply with the following additional requirements with respect to the insurance provided pursuant to this section:

(a) Unless otherwise approved by the City, Contractor's insurance shall be written by insurers authorized to do business in the State of California, and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

(b) Contractor shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required, copies of the insurance policies themselves or any portions thereof, and any required endorsements. Certificate(s) are to reflect that the insurer will provide

30 days notice of any cancellation of coverage. Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

(c) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the specific location, individual, or entity designated as the address of the project or services provided for by this Agreement.

(d) Contractor shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for any legal action between Contractor and City, between Contractor and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, employees, agents, or volunteers.

(e) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, and Contractor's employees or agents, from waiving the right of subrogation prior to a loss. By these presents, Contractor waives its right of subrogation against the City.

(f) Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.

(g) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for **such** insurance will be promptly reimbursed by Contractor, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Contractor pursuant to this Agreement.

(h) Contractor will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least 72 hours before expiration of coverage.

(i) Contractor shall require all sub-Contractors or other parties hired by Contractor to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and all such commercial general liability insurance and business automobile insurance shall name as additional insureds all parties to this Agreement. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. No contract used by any Contractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

When requested, Contractor shall provide City with all agreements with sub-Contractors or others with whom Contractor contracts with on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

(j) Contractor shall provide immediate notice to City of any claim against Contractor or any loss involving Contractor that could result in City or any of City's officers, employees, agents, or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.

(k) In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, employees, agents, or volunteers as a result of such failure.

