

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
January 22, 2019
Regular Meeting - 11:00 AM to 12:15 PM

A. ROLL CALL / POSTING OF AGENDA

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. REPORTS

Public Works Department

1. SUBJECT: Award Agreement A-8112 On-Call Asphalt and Concrete Repairs Agreement to Paveco Construction. (5/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council award and authorize the Mayor to execute Agreement A-8112 with Paveco Construction, Inc., for a three year term for an amount up to \$225,000 for on-call concrete and asphalt repair services.
Contact: Rosemarie Gaglione Phone: (805) 385-8055
2. SUBJECT: Award Contract A-8117 with GSE Construction Company for the OWTP Emergency Repairs Project. (5/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council :
 1. Award and authorize the Mayor to execute Agreement A-8117 in the amount of \$4,842,300 with GSE Construction Company, Inc., for the Oxnard Wastewater Treatment Plant Emergency Repairs Project PW 18-04;
 2. Approve \$726,345 for project contingencies for the Oxnard Wastewater Treatment Plant

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)

Emergency Repairs Project;

3. Approve \$484,230 for project management, inspection and construction management for the Oxnard Wastewater Treatment Plant Emergency Repairs Project; and

4. Approve an appropriation of \$6,052,875 for the Oxnard Wastewater Treatment Plant Emergency Repairs Project No. PW 18-04.

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

3. SUBJECT: First Amendment to Purchase Order No. 7116 with Consolidated Fabricators Corporation for Supply and Delivery of Commercial Waste and Recycle Containers. (5/5/5) RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council :

1. Approve and authorize the Mayor to execute revised Purchase Order No. 7116 with Consolidated Fabricators Corporation for an additional \$700,000 for a new not-to-exceed amount of \$875,000 for the supply and delivery of commercial waste and recycle containers; and

2. Approve the appropriation of funds in the amount of \$700,000 from Environmental Resources Operating Fund Balance to the Environmental Resources Operating Budget for Commercial Collection to provide for the purchase of the containers.

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

D. ITEMS FOR FUTURE AGENDAS

E. ADJOURNMENT



**PUBLIC WORKS AND
TRANSPORTATION
COMMITTEE**

AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: January 22, 2019

TO: Public Works and Transportation Committee

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

SUBJECT: Award Agreement A-8112 On-Call Asphalt and Concrete Repairs Agreement to Paveco Construction. (5/5/5)

RECOMMENDATION

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

BACKGROUND

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

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

DISCUSSION

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

Paveco Construction, Inc.	\$434.00
Central Coast Engineering	\$481.25
Hardy and Harper, Inc.	\$563.00
Toro Enterprises, Inc.	\$2,215.00
Ward Corporation	\$2,549.95

The lowest bidder is Paveco Construction, Inc. (Paveco) and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from Paveco. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that Paveco is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this project to Paveco.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Sufficient funds are included in the FY18-19 operating budget of the Water Operating Budget Professional (Account No. 601-6010-842-8209) for this agreement, and all work to be performed will have Department staff prior review and approval.

Prepared by Renee Hatcher, Construction Projects Coordinator

ATTACHMENTS

Attachment A - Bid Tabulation

Attachment B - Agreement A-8112 with Paveco Construction, Inc.

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

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

Owner: City of Oxnard

Bid Opening: 10/16/18			Paveco Construction, Inc.				Central Coast Engineering			
			5049 Bleeker Street Baldwin Park, CA 91706				320 Lambert Street #F Oxnard, CA 93036			
			#1				#2			
Item #	Item Description	Unit	Evaluation Quantity			Total of Rates	Evaluation Quantity			Total of Rates
			1-99 sf	100-200 sf	201+ sf		1-99 sf	100-200 sf	201+ sf	
1	Cost per square foot for 6-inch asphalt dig out and repairs	SF	\$30.50	\$20.50	\$17.50	\$68.50	\$32.20	\$31.05	\$28.75	\$92.00
2	Cost per square foot 12-inch asphalt dig out and repairs	SF	\$36.50	\$26.50	\$23.50	\$86.50	\$32.77	\$31.62	\$29.32	\$93.71
			1-49 sf	50-100 sf	101+ sf		1-49 sf	50-100 sf	101+ sf	
3	Cost per square foot for 4-inch sidewalk repairs	SF	\$25.00	\$20.00	\$17.50	\$62.50	\$11.50	\$11.50	\$10.92	\$33.92
4	Cost per square foot for minor concrete repairs (driveway, cross gutter and spandrel, curb ramps)	SF	\$32.50	\$27.50	\$21.50	\$81.50	\$56.35	\$55.20	\$54.62	\$166.17
			20 sf				20 sf			
5	Cost per square foot for traffic symbol painting.	SF	\$20.00			\$20.00	\$20.70			\$20.70
			20 sf				20 sf			
6	Cost per linear foot of concrete curb and gutter repairs	SF	\$115.00			\$115.00	\$74.75			\$74.75
TOTAL AMOUNT SUBMITTED						\$434.00				\$481.25
TOTAL AMOUNT VERIFIED						\$434.00				\$481.25
			Paveco Construction, Inc.				Central Coast Engineering			
			Subcontractors List	None			Subcontractors List	None		

Hardy & Harper, Inc.				Toro Enterprises, Inc.				Ward Corporation			
1312 E. Warner Avenue Santa Ana, CA 92705				2101 E. Ventura Blvd. Oxnard, CA 93036				P. O. Box 715 Santa Paula, CA 93061			
#3				#4				#5			
<i>Evaluation Quantity</i>			<i>Total of Rates</i>	<i>Evaluation Quantity</i>			<i>Total of Rates</i>	<i>Evaluation Quantity</i>			<i>Total of Rates</i>
<i>1-99 sf</i>	<i>100-200 sf</i>	<i>201+ sf</i>		<i>1-99 sf</i>	<i>100-200 sf</i>	<i>201+ sf</i>		<i>1-99 sf</i>	<i>100-200 sf</i>	<i>201+ sf</i>	
\$42.00	\$20.00	\$15.00	\$77.00	\$120.00	\$41.00	\$35.00	\$196.00	\$141.30	\$141.30	\$141.30	\$423.90
\$50.00	\$29.00	\$25.00	\$104.00	\$125.00	\$46.00	\$48.00	\$219.00	\$154.85	\$154.85	\$154.85	\$464.55
<i>1-49 sf</i>	<i>50-100 sf</i>	<i>101+ sf</i>		<i>1-49 sf</i>	<i>50-100 sf</i>	<i>101+ sf</i>		<i>1-49 sf</i>	<i>50-100 sf</i>	<i>101+ sf</i>	
\$58.00	\$38.00	\$19.00	\$115.00	\$315.00	\$130.00	\$110.00	\$555.00	\$155.40	\$155.40	\$155.40	\$466.20
\$62.00	\$42.00	\$23.00	\$127.00	\$400.00	\$160.00	\$125.00	\$685.00	\$258.95	\$258.95	\$258.95	\$776.85
<i>20 sf</i>				<i>20 sf</i>				<i>20 sf</i>			
\$30.00			\$30.00	\$60.00			\$60.00	\$78.80			\$78.80
<i>20 sf</i>				<i>20 sf</i>				<i>20 sf</i>			
\$110.00			\$110.00	\$500.00			\$500.00	\$339.65			\$339.65
			\$563.00				\$2,215.00				\$2,549.90
			\$563.00				\$2,215.00				\$2,549.95
Hardy & Harper, Inc.				Toro Enterprises, Inc.				Ward Corporation			
Subcontractors List	None			Subcontractors List	None			Subcontractors List	None		

**CITY OF OXNARD CONTRACT FOR
THE ON-CALL CONCRETE AND ASPHALT REPAIRS PROJECT PW 19-14**

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

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as The On-Call Concrete and Asphalt Repairs Project PW 19-14 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid, which in any case shall not exceed two hundred twenty five thousand dollars (\$225,000).
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.
9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.
11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.
12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

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

CITY OF OXNARD

PAVECO CONSTRUCTION, INC.

☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager

Patricia Fleming, President² _____ Date

Robert Fleming, Secretary _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign a public project agreement over \$175,000 annually. The City Manager may authorize and sign any agreement up to \$175,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to \$100,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

**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-8112
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City

Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

1/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **ASPECIFY COMPANY NAMES IN THIS SPACE**

COMPANY
LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ 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	AUTOMOBILE LIABILITY ☒ 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	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. A-8112

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO 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 _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

LOSS ADJUSTMENT EXPENSE _____

(to) _____

☐ Included in Limits☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage: ☐ Per Occurrence ☐ Per Claim (which) _____**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE**GENERAL LIABILITY**☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES****LIABILITY LIMITS IN THOUSANDS \$**

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____**CLAIMS:** Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____)

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

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

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

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

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

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

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

2.1 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-8112****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: (_____)

Date Signed _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as The On-Call Concrete and Asphalt Repairs Project PW 19-14 (the "Project").

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

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

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

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

The Project shall be considered “accepted” for the purposes of triggering Bond deadlines at the Contractor’s final completion of all Tasks, the City’s acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any

of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as The On-Call Concrete and Asphalt Repairs Project PW 19-14 (the "Project").

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

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are
 held and firmly bound unto the Agency in the penal sum of _____

_____ Dollars (\$_____), this amount being not less than a hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives

California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

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

Bidder's Name: Paveco Construction, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	UNIT	EVALUATION QUANTITY			TOTAL OF RATES
			1-99 SF	100-200 SF	201+ SF	
1	Cost per square foot for 6-inch asphalt dig out and repairs	SF	\$ 30.50	\$ 20.50	\$ 17.50	\$ 68.50
2	Cost per square foot 12-inch asphalt dig out and repairs	SF	\$ 36.50	\$ 26.50	\$ 23.50	\$ 86.50
			1-49 SF	50-100 SF	101+ SF	
3	Cost per square foot for 4-inch sidewalk repairs	SF	\$ 25.00	\$ 20.00	\$ 17.50	\$ 62.50
4	Cost per square foot for minor concrete repairs (driveway, cross gutter and spandrel, curb ramps)	SF	\$ 32.50	\$ 27.50	\$ 21.50	\$ 81.50
			20 SF			
5	Cost per square foot for traffic symbol painting.	SF	\$ 20.00			\$ 20.00
			20 LF			
6	Cost per linear foot of concrete curb and gutter repairs	LF	\$ 115.00			\$ 115.00
BID TOTAL						\$ 434.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

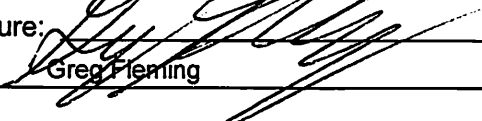
BID PRICE IN DIGITS: \$ 434.00

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

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
 #01 _____
 #02 _____
 #03 _____

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

Signature:  Title: Vice President

Print: Greg Fleming Date: 10/29/2018

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**PUBLIC WORKS AND
TRANSPORTATION
COMMITTEE**

AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: January 22, 2019

TO: Public Works and Transportation Committee

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

SUBJECT: Award Contract A-8117 with GSE Construction Company for the OWTP
Emergency Repairs Project. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council :

1. Award and authorize the Mayor to execute Agreement A-8117 in the amount of \$4,842,300 with GSE Construction Company, Inc., for the Oxnard Wastewater Treatment Plant Emergency Repairs Project PW 18-04;
2. Approve \$726,345 for project contingencies for the Oxnard Wastewater Treatment Plant Emergency Repairs Project;
3. Approve \$484,230 for project management, inspection and construction management for the Oxnard Wastewater Treatment Plant Emergency Repairs Project; and
4. Approve an appropriation of \$6,052,875 for the Oxnard Wastewater Treatment Plant Emergency Repairs Project No. PW 18-04.

BACKGROUND

On May 23, 2017, the City Council approved a wastewater rate adjustment along with the 5-year capital improvement plan (CIP). The CIP is prioritized to reduce the highest risk facilities to a moderate or low risk grade. The CIP is prioritized as follows:

- Years 1 - 2: Rehabilitate high risk facilities which have been identified as health and safety concerns or where there is an urgent need to maintain plant functionality.
- Years 3 - 5: Rehabilitation activities necessary to maintain required minimum redundancy and treatment facility.

On February 6, 2018, the City Council approved the project to rehabilitate cogenerators. On September 20, 2018, the City issued a second Notice Inviting Formal Bids (NIFB) to address the

Years 1-2 high risk facilities. The specific work for this project includes: primary clarifier improvements and walkway bridge replacements; a new chemically enhanced primary treatment (CEPT) facility; structural improvements to the bio-towers; replacement of four (4) belt filter presses and related controls; a new heating, ventilation and air conditioning (HVAC) system for the laboratory facility; and a new sprinkler system for solids processing building.

DISCUSSION

On November 20, 2018, the City received four bids. The bid results are as follows:

GSE Construction Company, Inc.:	\$4,842,300
Cushman Contracting Corporation:	\$5,114,500
Stanek Constructors, Inc.:	\$5,637,000
Environmental Construction, Inc.:	\$7,610,286

The lowest bidder is GSE Construction Company, Inc., (GSE) and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from GSE and its subcontractors. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor are not legally responsible, which means trustworthy, fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this Project to GSE.

Additional funds needed for the project are estimated in the amount of \$1,210,575 which includes \$726,345 (15% of the contract costs) for project contingency and \$484,230 (10% of the contract cost) for construction management and inspection services. Due the age of the existing facilities, staff is recommending a 15% contingency in lieu of a normal 10%. This is because most of the existing facilities in this project were constructed in 1970s which is about 40 years old. The total estimated cost of the project is \$6,052,875.

Staff is currently finalizing the design effort for the projects slated for Years 3 - 5. Since the wastewater rate adjustment in 2017, staff was able to accomplish the following.

- Awarded \$9.5 million State grant for wastewater plant improvements
- Upgraded bond rating from "BBB" to "A-"
- Refinanced existing wastewater debt to lower cost
- Modified existing lift station power supply with emergency backup generators
- Submitted CalOES Hazard mitigation grant application for lift station and wastewater treatment plant emergency backup generators
- Submitted Clean Water State Revolving Fund application for low interest loan.

STRATEGIC PRIORITIES

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

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following capital improvements program (CIP) plans.

FINANCIAL IMPACT

The award of contract for the Oxnard Wastewater Treatment Plant Emergency Repairs Project No. 196602 requires an appropriation of \$6,052,875 from the Wastewater Treatment Operating Fund (601). In order to effect the appropriation, an operating transfer of \$6,000,000 from the Wastewater Collection Operating Fund (621) needs to be made. The estimated undesignated fund balance for the Wastewater Collection Operating Fund is \$19,749,600 and the estimated undesignated fund balance for the Wastewater Treatment Operating Fund is \$2,211,411.

Prepared by Renee Hatcher, Construction Project Coordinator

ATTACHMENTS

Attachment A - Bid Tabulation

Attachment B - Agreement A-8117 with GSE Construction Company

Attachment C - Budget Appropriation

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

Oxnard Wastewater Treatment Plant Emergency Repairs Project PW 18-04					
Owner: City of Oxnard					
Bids Received: 11/20/18				GSE Construction Company, Inc.	
				6950 Preston Avenue Livermore, CA 94551	
				#1	
<i>Item #</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Extended Amount</i>
1	Mobilization and demobilization (5% maximum of Total Bid Price).	Lump Sum	LS	\$240,300.00	\$240,300.00
2	Primary Clarifier Improvements: Replace launders, launder supports, weirs, and scum baffles	Each	4	\$225,500.00	\$902,000.00
3	Primary Clarifier #4 Walkway Bridge Replacement	Lump Sum	LS	\$86,000.00	\$86,000.00
4	Install Chemically Enhanced Primary Treatment (CEPT) Facility	Lump Sum	LS	\$427,000.00	\$427,000.00
5	Acid wash and waterblast surface of Bio-towers.	Square Feet	12,000	\$4.00	\$48,000.00
6	Bio-tower #1 Modifications.	Lump Sum	LS	\$47,000.00	\$47,000.00
7	Bio-tower #2 Modifications.	Lump Sum	LS	\$35,000.00	\$35,000.00
8	Replace Belt Filter Presses with Remanufactured Belt Filter Presses	Each	4	\$559,000.00	\$2,236,000.00
9	Salvage value for Belt Filter Press	Each	4	-\$11,000.00	-\$44,000.00
10	Belt Filter Press Building Conveyor Parts	Lump Sum	LS	\$82,000.00	\$82,000.00
11	Laboratory Air Handling System Improvements	Lump Sum	LS	\$237,000.00	\$237,000.00
	Base Amount Total				\$4,296,300.00
Additive Bid Item 1					
1	Solids Processing Building Sprinkler System Piping	Lump Sum	LS	\$81,000.00	\$81,000.00
Additive Bid Item 2					
2	Primary Clarifier #2 Walkway Bridge Replacement	Lump Sum	LS	\$86,000.00	\$86,000.00
Additive Bid Item 3					
3	Primary clarifier access ladder and support	Each	12	\$24,000.00	\$288,000.00
Additive Bid Item 4					
4	Variable Frequency Motor Controllers – Sludge Transfer Pumps	Each	4	\$18,500.00	\$74,000.00
Additive Bid Item 5					
5	Waterproof coating of Bio-towers	Square Feet	2500	\$6.80	\$17,000.00
				Total Bid Submitted	\$4,842,300.00
				Total Bid Verified	\$4,842,300.00

GSE Construction Company, Inc.	
Subcontractors:	Harwood Construction National Coating & Lining RJ Fire Spinkler Systems Untied Mechanical Contractors, Inc. Taft Electric Company

Cushman Contracting Corporation		Stanek Constructors, Inc.		Environmental Construction, Inc.	
P. O. Box 147 Goleta, CA 93116		701 Palomar Airport Road, Suite 280 Carlsbad, CA 92011		21550 Oxnard Street, Suite 1060 Woodland Hills, CA 91367	
#2		#3		#4	
Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
\$220,000.00	\$220,000.00	\$150,000.00	\$150,000.00	\$355,390.00	\$355,390.00
\$287,000.00	\$1,148,000.00	\$320,000.00	\$1,280,000.00	\$537,000.00	\$2,148,000.00
\$86,600.00	\$86,600.00	\$95,000.00	\$95,000.00	\$195,134.00	\$195,134.00
\$319,300.00	\$319,300.00	\$540,000.00	\$540,000.00	\$397,488.00	\$397,488.00
\$4.50	\$54,000.00	\$5.00	\$60,000.00	\$5.00	\$60,000.00
\$92,000.00	\$92,000.00	\$190,000.00	\$190,000.00	\$120,440.00	\$120,440.00
\$68,000.00	\$68,000.00	\$130,000.00	\$130,000.00	\$85,600.00	\$85,600.00
\$575,000.00	\$2,300,000.00	\$550,000.00	\$2,200,000.00	\$793,219.00	\$3,172,876.00
-\$10,000.00	-\$40,000.00	-\$10,000.00	-\$40,000.00	-\$10,000.00	-\$40,000.00
\$81,700.00	\$81,700.00	\$70,000.00	\$70,000.00	\$95,000.00	\$95,000.00
\$247,100.00	\$247,100.00	\$275,000.00	\$275,000.00	\$196,364.00	\$196,364.00
	\$4,576,700.00		\$4,950,000.00		\$6,786,292.00
\$69,000.00	\$69,000.00	\$200,000.00	\$200,000.00	\$112,000.00	\$112,000.00
\$81,300.00	\$81,300.00	\$95,000.00	\$95,000.00	\$195,134.00	\$195,134.00
\$24,500.00	\$294,000.00	\$25,000.00	\$300,000.00	\$34,405.00	\$412,860.00
\$19,000.00	\$76,000.00	\$18,000.00	\$72,000.00	\$21,000.00	\$84,000.00
\$7.00	\$17,500.00	\$8.00	\$20,000.00	\$8.00	\$20,000.00
	\$5,114,500.00		\$5,637,000.00		\$7,610,286.00
	\$5,114,500.00		\$5,637,000.00		\$7,610,286.00

Cushman Contracting Corporation	Stanek Constructors, Inc.	Environmental Construction, Inc.
Oilfield Electric Smith Electric Service National Coating & Lining Company RJ Fire Sprinkler Hardwood Construction, Inc.	National Coating & Lining Company Harwood Construction Taft Electric Company United Mechanical Contractors Cosco Fire Protection	National Coating & Lining Company Harwood Construction Anderson Air Conditioning Taft Electric

CITY OF OXNARD CONTRACT FOR
OXNARD WASTEWATER TREATMENT PLANT EMERGENCY REPAIRS PROJECT
PW 18-04

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 GSE Construction Company, Inc. ("Contractor"). Contractor's license number is 401498.

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 Oxnard Wastewater Treatment Plant Emergency Repairs Project PW 18-04 ("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 four million eight hundred forty two thousand three hundred dollars (\$4,842,300) 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

GSE CONSTRUCTION COMPANY, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager

Orlando Gutierrez, CEO² _____ Date _____

Sue Gutierrez, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign a public project agreement over \$175,000 annually. The City Manager may authorize and sign any agreement up to \$175,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to \$100,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

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

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
 - b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.
2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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-8117
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **ASPECIFY COMPANY NAMES IN THIS SPACE**

COMPANY

LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ 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	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER 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-8117****P.O. Box 100085 - OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO 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		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
☐ Claims Made Retroactive Date _____ ☐ Occurrence			
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$	
		EACH OCCURRENCE	AGGREGATE
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			CLAIMS: Underwriter=s representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____)
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: 2.1 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-8117 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed _____	

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) (to)

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

Telephone:

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Name: _____

Address: _____

Telephone: ()

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

- 1 INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- 2. CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- 3 SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 4 CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- 5 PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- 6 SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
- 2.1 Insurance Services Office Automobile Liability Coverage, "Accurrence" form CA0001, code (Any auto@); or
- 2.2 If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. A-8117

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: ()

Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as OXNARD WASTEWATER TREATMENT PLANT EMERGENCY REPAIRS PROJECT PW 18-04.

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

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

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

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

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as OXNARD WASTEWATER TREATMENT PLANT EMERGENCY REPAIRS PROJECT. PW 18-04.

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

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“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 OXNARD WASTEWATER TREATMENT PLANT EMERGENCY REPAIRS
PROJECT PW 18-04**

Bidder's Name: GSE Construction Company 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:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Mobilization and demobilization (5% maximum of Total Bid Price).	Lump Sum	LS	^{RT} \$ 240,300 240,300	\$ 240,300
2.	Primary Clarifier Improvements: Replace launders, launder supports, weirs, and scum baffles	Each	4	\$ 225,500	\$ 902,000
3.	Primary Clarifier #4 Walkway Bridge Replacement	Lump Sum	LS	\$ 86,000	\$ 86,000
4.	Install Chemically Enhanced Primary Treatment (CEPT) Facility	Lump Sum	LS	\$ 427,000	\$ 427,000
5.	Acid wash and waterblast surface of Bio-towers.	Square Feet	12,000	\$ 4	\$ 48,000
6.	Bio-tower #1 Modifications.	Lump Sum	LS	\$ 47,000	\$ 47,000
7.	Bio-tower #2 Modifications.	Lump Sum	LS	\$ 35,000	\$ 35,000
8.	Replace Belt Filter Presses with Remanufactured Belt Filter Presses	Each	4	\$ 559,000	\$ 2,236,000
9.	Salvage value for Belt Filter Press	Each	4	(\$ 11,000)	(\$ 44,000)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
10.	Belt Filter Press Building Conveyor Parts	Lump Sum	LS	\$ 82,000	\$ 82,000
11.	Laboratory Air Handling System Improvements	Lump Sum	LS	\$ 237,000	\$ 237,000
BASE AMOUNT TOTAL:					\$ 4,296,300

ADDITIVE BID ITEM 1

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Solids Processing Building Sprinkler System Piping	Lump Sum	LS	\$ 81,000	\$ 81,000

ADDITIVE BID ITEM 2

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
2.	Primary Clarifier #2 Walkway Bridge Replacement	Lump Sum	LS	\$ 86,000	\$ 86,000

ADDITIVE BID ITEM 3

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
3.	Primary clarifier access ladder and support	Each	12	\$ 24,000	\$ 288,000

ADDITIVE BID ITEM 4

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
4.	Variable Frequency Motor Controllers – Sludge Transfer Pumps	Each	4	\$ 18,500	\$ 74,000

ADDITIVE BID ITEM 5

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
5.	Waterproof coating of Bio-towers	Square Feet	2500	\$ 6.80	\$ 17,000

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

TOTAL BID PRICE = BASE AMOUNT + ADDITIVE BID ITEM 1 + ADDITIVE BID ITEM 2 +
ADDITIVE BID ITEM 3 + ADDITIVE BID ITEM 4 + ADDITIVE BID ITEM 5

TOTAL BID PRICE IN DIGITS: \$ 4,842,300

TOTAL BID PRICE IN WORDS: Four Million Eight Hundred & Forty Two Thousand & Three Hundred Dollars

*** The lowest Bid shall be the lowest Total Bid Price, including the Base Amount Total plus all Additive Bid Items.

Contractor must complete all Work within three hundred sixty-five days (365) Calendar Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda:

Addendum: #01	Date Received: 10/8/18	Addendum: #05	Date Received: 11/9/18
Addendum: #02	Date Received: 10/10/18	Addendum: #06	Date Received: _____
Addendum: #03	Date Received: 10/23/18	Addendum: #07	Date Received: _____
Addendum: #04	Date Received: 10/23/18	Addendum: #08	Date Received: _____

Bidder's Name (Company): GSE Construction Company Inc.

Signature: 

Title: President

Print: Orlando Gutierrez

Date: 11/20/18

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Hoon Hahn

Date: February 5, 2018
Phone: 805-385-7832

Reason for Appropriation:

Funds Wastewater CIP-Emergency Repairs Project

Accounts and Descriptions

AMOUNT

Fund: Wastewater Collection Operating (611)

Expenditures/Transfers Out

611-6101-808.87-62 TRANSFERS - OUT / TSFR TO WW TREATMENT OPRN 6,000,000

Sub-total Expenditures 6,000,000

Net Change to Fund Balance **(6,000,000)**

Fund: Wastewater Treatment Operating (621)

Revenues/Transfers In

621-6206-711.79-05 OPERATING TRANSFERS IN / FROM W/W COLLECTION OPE 6,000,000

Sub-total Revenues 6,000,000

Expenditures/Transfers Out

OWTP Emergency Repairs Project (196602)

621-6631-826.82-09 SVCS - OTHR PROF CONTRACT 150,000

621-6631-821.84-51 SVCS FROM OTHER DEPARTMENTS 334,107

621-6631-821.86-10 CONSTRUCTION OTHER 5,568,645

Sub-total Expenditures 6,052,752

Net Change to Fund Balance **(52,752)**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only) _____
BA Doc# (Finance Use Only) _____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

Wastewater Capital Improvement Project

Award Contract A-8117 with GSE Construction Company, Inc.

January 22, 2019

Wastewater Treatment Plant

Primary Clarifiers – 1972

Aeration Basins & Sed. Tanks – 1990

Digesters – 1977

Headworks - 2008

Perkins Rd

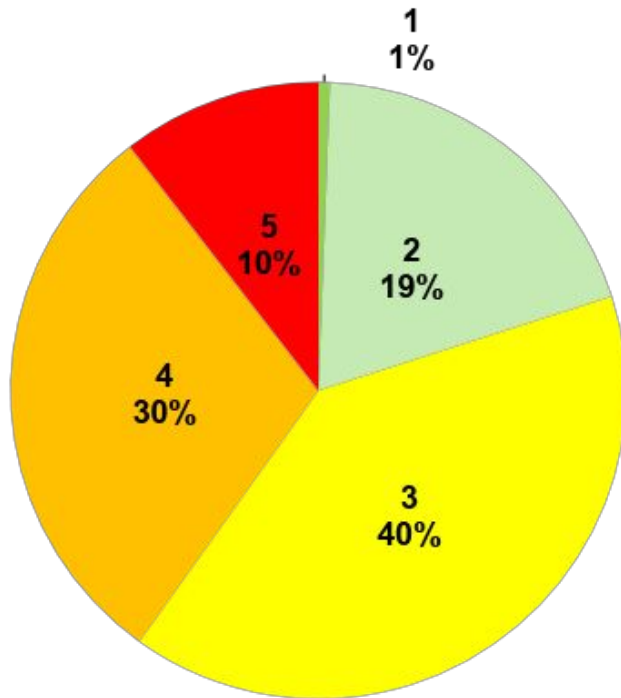
Biotowers – 1955 & 1977

Gravity Thickeners
– 1955 & 1977

AWPF - 2013

Hueneme Rd

Condition Score Summary



Condition Ranking	Description
1	Very Good (0% renewal required)
2	Good (5% renewal required)
3	Fair (10-20% renewal required)
4	Poor (20-30% renewal required)
5	Very Poor (>50% renewal required)

5-year Capital Improvements Plan (CIP) **Approved on May 23, 2017**

Approved CIP of \$78.9M

- **Wastewater Collection:**
 - ✓ Phases 1 & 2 Central Trunk manhole rehabilitation
 - ✓ Harbor Blvd, Pleasant Valley, Redwood Tributary manhole rehabilitation
 - ✓ Sewer improvements
 - ✓ Nuisance odor control chemical addition infrastructure
 - ✓ Lift station and wet well improvements

5-year Capital Improvements Plan (CIP) **Approved on May 23, 2017**

Approved CIP of \$78.9M

- **Wastewater Treatment:**

- ✓ Headworks, primary clarifier, biotowers, activated sludge basin, pump station rehabilitation
- ✓ Electrical building, manhole, emergency generator, supervisory control and data acquisition (SCADA) improvements
- ✓ Belt filter presses, cogeneration, digester rehabilitation
- ✓ Site piping, security improvements

Years 1 – 2 CIP: High Risk Facilities



Years 3 to 5 CIP: Reliability



Site Wide Improvements

- SCADA
- Site Piping
- Site Security

Since the Wastewater rate adjustment in 2017, staff has accomplished the following:

- ✓ Received \$9.5 million State grant fund
- ✓ Bond rating upgraded from “BBB” to “A-”
- ✓ Refinanced existing debt
- ✓ Modified Interstage Pump Station power supply with emergency backup generators
- ✓ Submitted CalOES Hazard Mitigation Grant – lift Station & wastewater treatment plant emergency generators
- ✓ Submitted Clean Water State Revolving Fund – low Interest loan

Project Updates – High Risk Facilities

- 2 Cogeneration Units to be Refurbished
 - Started: April 9, 2018
 - One engine completed to date
- Project cash funded



Project Updates - High Risk Facilities

- High Risk Facilities (Emergency Repair Project):
 - ✓ Primary clarifiers
 - ✓ Chemically enhanced primary treatment
 - ✓ Bio-towers rehabilitation
 - ✓ Belt filter press replacement (4)
 - ✓ Laboratory HVAC replacement
- Ready to start construction
- Project cash funded



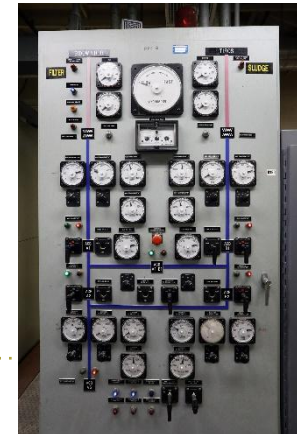
Project Updates - Reliability

- Headworks Improvements: **90% Design**
- Aeration Basin Air Supply Piping: **30% Design**
- Digester Rehab: **90% Design**
- Pump Station Rehab: **90% Design**
- SCADA Improvements: **60% Design**
- Site Piping Improvements: **90% Design**
- Electrical Building: **90% Design**
- Motor Control Centers: **90% Design**
- Emergency Generators: **90% Design**
- Security Improvements: **60% Design**



Funding - State of California \$9.5 Million Grant

- Electrical building
 - Building does not meet earthquake standards
 - Vulnerable to serious power surge & lethal Arc flash hazard
- Emergency standby generator
 - More than 50 years old (Navy retired in 2000)
 - Does not transfer power automatically
- Supervisory and Data Acquisition (SCADA) improvements
 - Operating software & hardware not supported by manufacturer since 1988
 - Experienced daily dropout
- Estimated construction cost \$13M - \$15M



Funding - Finance and/or Low Interest Loan (CWSRF)

- Motor control centers (MCC's)
- Headworks improvements
- Aeration basin air supply piping
- Digester rehabilitation
- Pump station rehabilitation
- Site piping improvements
- New storage building and Perimeter Fence
- Phases 1 & 2 Central Trunk manhole rehabilitation
- Harbor Blvd, Pleasant Valley, Redwood Tributary manhole rehabilitation
- Sewer improvements
- Nuisance odor control chemical addition infrastructure
- Lift station and wet well improvements
- Estimated Project Cost \$48M - \$50M



Emergency Repair Project Bid Schedule and Results

- Bid solicitation: September 20, 2018
- Bid opening: November 20, 2018
- Engineer's Estimate: \$5,867,500

Contractor	Location	Cost
GSE Construction Company, Inc.	Livermore, CA	\$4,842,300.00
Cushman Contracting Corporation	Goleta, CA	\$5,114,500.00
Stanek Constructors, Inc.	Carlsbad, CA	\$5,637,000.00
Environmental Construction, Inc.	Woodland Hills, CA	\$7,610,286.00

Lowest Bidder Evaluation

Description	2013	2014	2015	2016	2017
Number of Contracts	26	27	38	38	47
Contract Amount	\$54,915,040.00	\$64,566,869.00	\$46,683,649.00	\$56,341,330.00	\$56,469,104.00

Recommendation

- Award and authorize the Mayor to execute Agreement A-8117 in the amount of \$4,842,300 with GSE Construction Company, Inc.
- Approve \$726,345 for project contingency
- Approve \$484,230 for project management, inspection, and construction management
- Approve an appropriation of \$6,052,875

Questions

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**PUBLIC WORKS AND
TRANSPORTATION
COMMITTEE**

AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 3

DATE: January 22, 2019

TO: Public Works and Transportation Committee

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

SUBJECT: First Amendment to Purchase Order No. 7116 with Consolidated Fabricators Corporation for Supply and Delivery of Commercial Waste and Recycle Containers. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council:

1. Approve and authorize the Mayor to execute revised Purchase Order No. 7116 with Consolidated Fabricators Corporation for an additional \$700,000 for a new not-to-exceed amount of \$875,000 for the supply and delivery of commercial waste and recycle containers; and
2. Approve the appropriation of funds in the amount of \$700,000 from Environmental Resources Operating Fund Balance to the Environmental Resources Operating Budget for Commercial Collection to provide for the purchase of the containers.

BACKGROUND

State law (AB341) mandates that businesses which generate four (4) or more cubic yards of waste per week or multi-family properties with five or more units subscribe to recycling services. On September 24, 2018, the City solicited a competitive Request for Bid, #PW19-08R, for commercial and industrial containers which will enable the City to meet the state requirement. The bid document was posted on the City's website and PublicPurchase.com. Twenty-four (24) vendors received the bid notification via the Public Purchase website and two vendors responded with bids by the October 4, 2018, deadline. Among the two bids received, Consolidated Fabricators Corporation submitted the lowest responsive bid. On November 19, 2018, the City Manager approved Purchase Order 7116 with Consolidated Fabricators for the amount not-to-exceed \$175,000 for commercial and industrial refuse and recycling containers.

DISCUSSION

At this time, the Environmental Resources Division is recommending the purchase of an additional 1,000 commercial containers to be delivered by the end of April 30, 2019. This change to Purchase Order No. 7116 will increase the not to exceed amount from \$175,000 to \$875,000, an increase of \$700,000. The acquisition of commercial containers will allow the Environmental Resources Division to comply with State mandates and continue regular commercial collection efforts. Containers are also needed to replace and replenish container inventory in the commercial collection operations. All 1,000 containers are expected to be received by April 30, 2019.

STRATEGIC PRIORITIES

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

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5a. Develop and implement a sustainability program.

FINANCIAL IMPACT

Funding in the amount of \$700,000 will be required from the Environmental Resources Operating Fund Balance to the Environmental Resources Operating Budget for Commercial Collection Minor Equipment (Account Number 631-6308-843-8134) to provide for the purchase of the containers. With this recommendation, the FY19 estimated unassigned fund balance for Environmental Resources Operating Fund 631 is \$25.3 million.

Prepared by Grant Dunne, Management Analyst III.

ATTACHMENT

- Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program Environmental Resources
Manager: Todd Vasquez-Housley

Date: February ----, 2019

Phone: 385-7957

Reason for Appropriation:

To fund the acquisition of commercial containers to increase commercial recycling efforts as mandated by State Assembly Bill 341 also known as Mandatory Commercial Recycling and to replenish container inventory in the commercial collection operations. This acquisition is authorized by the First Amendment to Purchase Order No. 7116 in

Fund: **ENVIRONMENTAL RESOURCES OPERATING FUND (631)**

Expenditures / Transfers Out

Solid Waste Operating/Environmental Resources

631-6308-843-8134 Solid Waste - Commercial Collection - Supplies- Minor Equipmei 700,000

Total Expenditures \$

Net Change to Fund (631) Balance (700,000)

Net Appropriation Change (700,000)

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____