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.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
March 12, 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. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the February 12, 2019 Regular Meeting as presented.
Contact: Michelle Ascencion Phone: (805) 385-7805

D. REPORTS

Development Services Department

1. SUBJECT: Trade Services Agreement with Professional Security Consultants (PSC) at Oxnard Transit Center. (5/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council:
1. Approve and authorize the Mayor to execute a trade services agreement with Professional Security Consultants (PSC), the low bidder for security services at the Oxnard Transit Center at 201 East Fourth Street, not to exceed $691,502 for three years (Agreement No. 8527-19-DS); and

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)

2. Approve a budget appropriation of $57,626 from TDA Transportation Fund 213 to fund the trade services agreement for the balance of the fiscal year 2018-2019.
Contact: Jeffrey Lambert Phone: (805) 385-7882

Public Works Department

2. SUBJECT: Approve a Budget Appropriation for Hueneme Recycled Water Pipeline, Phase II (5/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute an appropriation in the amount of $465,000 from the Water Resource Development Fee Fund 603 to the Hueneme Recycled Water Pipeline, Phase II (Project No. 106002), to fund work, easement procurement and permit fees through completion of the bidding process.
Contact: Rosemarie Gaglione Phone: (805) 385-8055

3. SUBJECT: On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services Contract (Rebid) PW 19-35R (5/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council approves and authorizes the Mayor to execute Agreement A-8127 in the amount of $350,000 for the On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services with Aquatech Services, Inc.
Contact: Rosemarie Gaglione Phone: (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

DRAFT

M I N U T E S
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
February 12, 2019

A. ROLL CALL / POSTING OF AGENDA

At 11:00 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Bryan MacDonald, Tim Flynn, and Chair Bert Perello were present.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Todd Vasquez-Housley, Environmental Resources Division Manager; Rosemarie Gaglione, Public Works Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None.)

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the January 22, 2019 Regular Meeting as presented.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the minutes as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

D. REPORTS

Public Works Department

1. SUBJECT: Mandatory Commercial Recycling Compliance Order and Mandatory Organics Recycling Program Update.
   RECOMMENDATION: That the Public Works and Transportation Committee receive and file a report on the status of the State of California Mandatory Commercial Recycling (MCR) Compliance Order and Mandatory Organics Recycling (MORe) program.

The Environmental Resources Division Manager gave a report. Public comments were received from Ray Blattel. Discussion ensued among the Council and staff. No action was required.

2. SUBJECT: Amendments to Salary and Classification Schedule and Authorization of Full-Time Equivalent Positions for Environmental Resources Division.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council:
   1. Adopt the attached resolution amending the Classification and Salary Resolution

(Resolution No. 15,153), establishing six (6) new personnel classifications and salary ranges for each to support and accurately reflect the necessary workforce at the Environmental Resources Division; and

2. Amend the Position Control Resolution (Resolution No. 15,152).

The Environmental Resources Division Manager gave a report. Public comments were received from Ray Blattel. Discussion ensued among the Council and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

3. SUBJECT: Second Amendment to Agreement for Supplemental Waste Transfer Hauling. RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute a Second Amendment to Agreement No. 7978-17-PW with Finish Line Transport, to:
   1. Extend the term to May 8, 2021; and
   2. Add $150,000, increasing the agreement value from $210,000 to $360,000.

The Environmental Resources Division Manager gave a report. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Chair Perello stated he would like to discuss the formation of a mission statement and policies/procedures for the Committee.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 11:42 a.m.

MICHELLE ASCENCION, CMC
City Clerk

BERT PERELLO
Chair

DRAFT

CITY OF OXNARD CALIFORNIA	**PUBLIC WORKS AND TRANSPORTATION COMMITTEE** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: __1__**

DATE: March 12, 2019

TO: Public Works and Transportation Committee

FROM: Jeffrey Lambert, Development Services Director
jeffrey.lambert@oxnard.org, (805) 385-7882

SUBJECT: Trade Services Agreement with Professional Security Consultants (PSC) at Oxnard Transit Center. (5/5/5)

RECOMMENDATION

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

1. Approve and authorize the Mayor to execute a trade services agreement with Professional Security Consultants (PSC), the low bidder for security services at the Oxnard Transit Center at 201 East Fourth Street, not to exceed $691,502 for three years (Agreement No. 8527-19-DS); and

2. Approve a budget appropriation of $57,626 from TDA Transportation Fund 213 to fund the trade services agreement for the balance of the fiscal year 2018-2019.

BACKGROUND

The Purchasing Agent issued a request for bids No. DS 19-29 on October 25, 2018, for unarmed security services at the Oxnard Transit Center (OTC) at 201 E. Fourth Street. The OTC operates 365 days a year as the center for train and bus service to the region. The security staff is on site from 5:00 a.m. to 10:00 p.m. Monday through Friday (the building opens at 6:00 a.m.), and 6:00 a.m. to 10:00 p.m. on Saturday and Sunday. The City received 3 bids by the due date, and 2 were responsive. The selected bidder, PSC, provided the lowest responsible and responsive bid. The City requested quotes on two levels of service. Service Level I would provide security services during open hours, and Service Level II would provide security services during closed hours. Staff recommends awarding a three-year contract only for Service Level I due to cost. The contract would begin on April 30, 2019 and expire on April 30, 2022.

PSC currently provides security services for the:

- OTC (temporary services) (Agreement No. 8489-18-DS)

- Oxnard central business district, Oxnard Public Library, and Service Center (Agreement No. A-8007)
- Del Norte Regional Recycling and Transfer Station, Headworks Facility, Advanced Water Purification Facility, and Oxnard Wastewater Treatment (Agreement No. A-7985).

PSC has provided synergy with the OTC and central business district under existing contracts at no additional cost to the OTC. PSC's contract for temporary security services at the OTC expires on April 30, 2019. The vendor for security services during closed hours is Boyd & Associates (Agreement No. 8466-18-DS).

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

The total estimated cost of the agreement is $691,502.[1] The estimated cost for the first year is $230,500.65. To fund the Fiscal Year (FY) 2018-19 annual costs, additional funding in the amount of $57,626 will be required to fund the balance of the FY 2018-19 contract. The appropriation will be appropriated to TDA Fund-Oxnard Transportation Center Professional Contract (Account 213-3110-803.82-09). The Unassigned Fund Balance of TDA LTF4 Fund 213 will be $491,215, net of this recommendation. The anticipated cost of the remaining years of the agreement will be requested in the budget process of FY19-20, FY20-21, and FY 2021-22.

The vendor's hourly wage rate would be adjusted annually on July 1 for increases in the living wage. The low bidder's hourly rate for security guards is $24.62 per hour for Service Level I. This is the same rate as the temporary services. The vendor is not eligible to be paid overtime under the agreement (the vendor must comply with all labor laws), and is expected to schedule employees to cover the time period without overtime charges to the City. The estimated total amount of the agreement assumes 2.5% increases would occur in the Consumer Price Index for All Urban Consumers (CPI-U) described in the City's Living Wage Policy. The following Table 1 summarizes this information.

Table 1

Contract Year	Annual Estimated Cost	CPI-U[2] Assumption
1	$230,500.65	2.5%
2	$236,263.16	2.5%
3	$242,169.74	2.5%

Total	$691,502.00	

The OTC does not receive General Fund revenue. Funding for the OTC operations and maintenance is provided in part by the Gold Coast Transit District (GCTD) through an annual claim. The City submits a claim for State of California Transportation Development Act (TDA) funds for the OTC operating budget (Fund 213). The FY 2018-19 claim for Article 4 Local Transportation Funds was $535,351, which included an amount for bus bench maintenance. The claim amount is established by a formula with annual adjustments. Other revenue sources for the OTC operations are rents (lease revenues) and utility pro-rata share payments from tenants. The FY 2018-19 adopted budget for lease revenues (which includes utility share payments) is $224,191.

Prepared by Cynthia Daniels, Project Manager

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[1] See Table 1
[2] Living Wage Policy requires annual adjustment on July 1 using the index prepared by the US Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.

ATTACHMENTS

Attachment A - Trade Services Agreement with Professional Security Consultants

Attachment B - Budget Appropriation

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: April 30, 2019

(2) Vendor: Professional Security Consultants, Inc.

(3) Services: Security Guard Services for the Oxnard Transportation Center.

(4) Agreement Ending Date: April 30, 2022

(5) Total Agreement Amount: $691,502. The cost for living wage increases will be determined each July 1 and incorporated by amendment to the Agreement.

(6) City's Project Manager: Cynthia Daniels, Project Manager

(7) Vendor's Project Manager: Shaul Maouda, Sr. Vice President

(8) Insurance Coverage: INS-B

(9) What wages are required for this Project?

- ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
- ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
- ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
- ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(10) Addresses for Notice:

FOR VENDOR:	*FOR CITY:*
11454 San Vicente Blvd. Los Angeles, CA 90049 Attn: Shaul Maouda, Sr. Vice President	214 S. 'C' Street, Oxnard, CA 93030 Oxnard, CA 93030 Attn: Cynthia Daniels, Project Manager
(11) Contact Emails: smaouda@pscsite.com	cynthia.daniels@oxnard.org
VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
Shaul Maouda, Sr. Vice President	Cynthia Daniels, Project Manager

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☐ Schedule of Services Exhibit
- ☒ Living Wage Policy Exhibit
- ☐ Prevailing Wages Exhibit
- ☒ Insurance Exhibit (INS-B)

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor

may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and

unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

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

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

☐ Tim Flynn, Mayor[1] Date

ATTEST:

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

APPROVED AS TO FORM:

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

PROFESSIONAL SECURITY CONSULTANTS, INC.

Moshe Alon, President/CEO[2] Date 2/7/2019

Shaul Maouda, Senior Vice President Date 2/7/19

[1] The City Council must authorize and the Mayor must sign any agreement over $175,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[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 (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

1. Vendor shall provide unarmed security patrol services to the Oxnard Transit Center (OTC) located at 201 East Fourth Street, Oxnard Ca. The vendor is expected to serve as the City's main customer contact for visitors to the Oxnard Transit Center during business hours. The City does not have an on-site property manager so the lead on-site security guard will serve as a liaison to notify City staff of issues about property management that require repairs to the premises. The main concentration of patrol time during open hours is located in and around the OTC and its surrounding parking lots, and train and bus loading platforms. Attachment 1 is a Patrol Area map of the facility. The Vendor shall provide Service Level I for daytime operations, while the building is open to the public. The OTC has a significant problem with homeless persons sleeping, loitering and engaging in other illegal activity on the property after business hours. The City expects the Vendor's security guards to prevent and deter trespassers being remeoved within the premises.

2. **Service Level I. During Open Hours**

   a. One uniformed patrolperson on site from 5:00 a.m. to 10:00 p.m., Monday – Friday and Saturday and Sunday from 6:00 a.m. – 10:00 p.m., seven days.
   b. Two uniformed patrolpersons on site during peak hours of operation from 9:00 a.m. – 6:00 p.m. Monday – Friday, and from 9:00 a.m. to 5:00 p.m. Saturday – Sunday.
   c. Patrols will take place periodically by a variety of means. Patrols may include vehicles, bicycle, foot, video surveillance, and a combination thereof.
   d. It is up to the vendor to schedule their employees according to the hours above. The City will not pay the vendor for any over-time hours under any conditions. Vendor pays their employees for time and a half for six holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas in accordance with Rates and Costs Exhibit.

3. **Patrolperson Responsibilities**

The assigned security guard will:

   a. Patrol assigned areas as required. The assigned areas include bus platforms, train platforms, lobby and kiosks areas, restrooms, waiting areas, public areas within and outside the building, and both long-term and short-term parking lots.
   b. Observe and report any illegal or hazardous activities and/or items to law enforcement immediately. The OTC manager is to be notified of the disposition of the law enforcement response as soon as possible.
   c. Provide information as directed to employees, the public, and visitors of the OTC.
   d. Deter loss, damage, or misuse of the property.
   e. Open and close the OTC, utilizing the alarm systems.
   f. Regularly survey the security and safety status of the OTC area and report findings.
   g. Assist in the evacuation of OTC area patrons and employees as necessary.
   h. Monitor activity occurring within the OTC and on the OTC property. Investigate any suspicious activity and notify law enforcement when appropriate.
   i. Assist fire department, medical services, and police agencies as necessary.
   j. Maintain and update the security procedures manual, commonly known as "Post Orders."
   k. Maintain a professional appearance at all times.
   l. Provide a daily log noting exceptional events and observations.
   m. Operate the closed circuit television system and maintain its records as required by the City's records retention policies.
   n. Locate persons who are disturbing patrons or engaging in illegal activities at the OTC. Advise those who are impeding normal operations or engaging in illegal activities at the OTC to leave the property.
   o. Maintain photographic and written records of banned persons, habitual offenders, and persons who have been advised about trespassing.
   p. Provide one copy of any subpoena for records to the City of Oxnard City Attorney's Office, 305 West Third Street, Oxnard, within 48 hours of receiving a subpoena. Provide notice to the property manager of any subpoena

for records within 48 hours of receiving a subpoena.

q. Serve as a liaison to notify City staff of issues about property management that require repairs to the premises.

4. Vendor Responsibilities

a. Vendor will provide adequate supervision for all patrolpersons.
b. Location of guard tour patrols and frequency of patrols will be agreed upon by the Vendor and City.
c. Vendor shall provide copies of guard tour logs and daily post logs bi-weekly to the City's facilities manager and Police Department, and at any time upon demand.
d. Vendor must be and maintain a current private patrol operator license with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
e. Each security officer and supervisor assigned to this project must be able to speak, read, and write in English.
f. Vendor employees assigned to this project may be required to submit to a Live Scan and criminal history check performed by the Oxnard Police Department at City's expense with or without notice.
g. At least one patrolperson on site must be bilingual in English and Spanish. Bilingual capabilities in English and Spanish are desirable for patrolpersons.
h. Vendor will work cooperatively with the Oxnard Police Department to develop protocols for employees to take action required to handle incidents on the property.
i. The Vendor shall provide written summaries of incidents involving habitual offenders known to the patrol staff, persons or situations causing a concern for public safety, or violence.
j. Written summaries will be transmitted to the Oxnard Police Department's office assigned to the patrol for the downtown and central business district

5. Reports of Violation of Laws

No patrolperson shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors or violations of federal law that come to his or her attention. High grade misdemeanors include petty theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such report may be made by telephone or in person visit to the watch commander or other person charged with the duty of receiving reports of law violations.

6. Vendor and Employee, Training, Conduct and Decorum

a. Vendor must demonstrate that its employees have attended training and received, and have current, appropriate certification issued by the State of California
b. All security officers are expected to be pleasant and helpful to all persons they interact with, especially in high-pressure situations
c. All security officers are to be dressed in clean and clearly-marked uniforms indicating their role as a security officer, and are to carry with them basic equipment such as notepad, writing instrument, flashlight, radio, Vendor-provided cell phone, and any other relevant equipment necessary to carry out their job tasks
d. All security officers shall refrain from reading newspapers, magazines, books, etc., or eating while performing their duties (excluding paid break times). While on duty, the usage of cell phones, City-provided telephones and fax machines, City-provided radios, and computers shall be job related.

RATES AND COSTS EXHIBIT

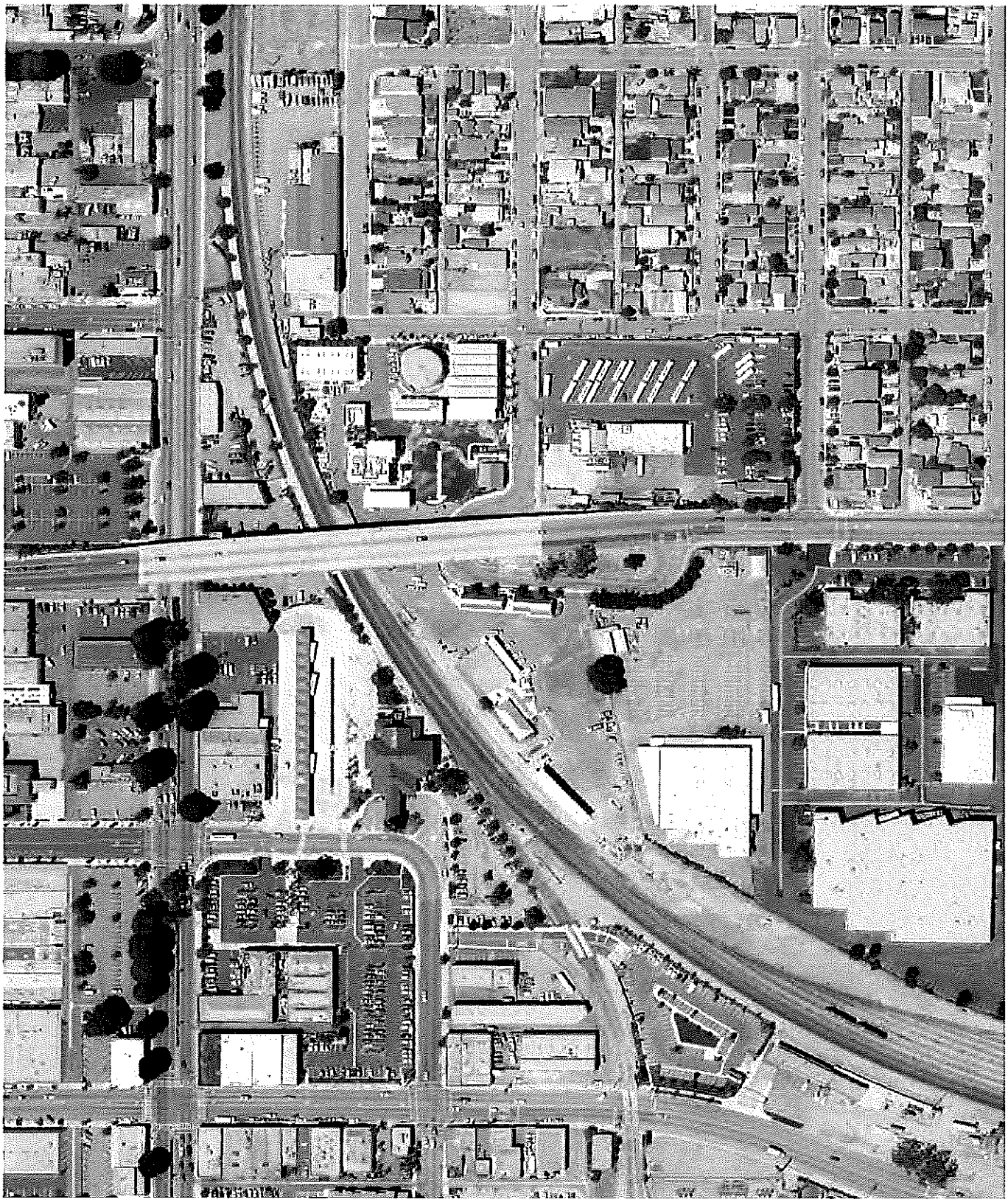
Service Level #	*Yr. No.*	*Total*
Service Level 1: During Open Hours	1	$230,500.65
Service Level 1: During Open Hours	2	$236,263.16
Service Level 1: During Open Hours	3	$242,169.74

Rates:

Guard cost perhour is $24.62 except for holidays.

Guard cost per holiday hour is $36.93 for six City holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas

ATTACHMENT 1
PATROL AREA MAP



INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

1. Vendor, herein referred to as "Consultant" shall obtain and maintain during the performance of any services under this Agreement 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 Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project 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. 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. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. 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. 8527-19-DS
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant 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. Consultant 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 Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. 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-B 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 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 Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants 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

8. 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 notes 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-B.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.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	OTHER					

SAMPLE

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD **Attn: Insurance Compliance** **Reference No.** 8527-19-DS **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	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 "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
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:

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.

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.

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.

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.

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.

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

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. 8527-19-DS
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 "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

☐ 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:

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

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. 8527-19-DS
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 _____

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

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

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

REQUEST FOR BUDGET APPROPRIATION

Department: Development Services **Date:** April 2, 2019

Project/Program Manager: Cynthia Daniels **Phone:** 385-7871

Reason for Appropriation:

Appropriate funding to cover costs of security services at the Oxnard Transit Center for remainder of FY 2019 per Agreement #8527-19-DS with Professional Security Consultants (PSC).

Accounts and Descriptions		**AMOUNT**
Fund: 213 - TDA/LTF4-TRANS. FUND-99400c		
Expenditures/Transfers Out		
Transportation - OTC Operations		
213-3110-803-8209	Svcs-Other Prof/Contract	57,626
	Sub-total Expenditures	57,626
	Net Change to Fund Balance	**(57,626)**
	Net Appropriation Change	**57,626**

Approvals

Department Director _____
Jeffrey Lambert

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

PUBLIC WORKS AND TRANSPORTATION COMMITTEE OF THE CITY COUNCIL

Trade Services Agreement for Professional Security Consultants (PSC) at Oxnard Transit Center

March 12, 2019

Jeffrey Lambert, Development Services Director

CITY OF OXNARD CALIFORNIA

SECURITY SERVICES AT OXNARD TRANSIT CENTER

- Oxnard Transit Center operates 365 days a year
- Current security vendor, PSC, contract expires 4/30/2019
- Request for Bids Issued October 2018
- PSC was lowest responsive and responsible bidder
- 3-Yr Contract 4/30/2019 to 4/30/2022
- Hourly rate of $24.62 is the same as the existing contract

.

THREE YEAR ESTIMATE OF CONTRACT COST

Contract Year	Annual Estimated Cost	CPI-U Assumption
1	$230,500.65	2.5%
2	$236,263.16	2.5%
3	$242,169.74	2.5%
Total	$691,502.00	

[1] Living Wage Policy requires annual adjustment on July 1 using the index prepared by the US Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.

BUDGET APPROPRIATION

- $57,626 from fund balance in Fund 213 to fund the new agreement for the three months of FY 2018-19
- Oxnard Transit Center does not receive General Fund revenue
- Other sources are Transportation Development Act & Lease Revenues (Fund 213)

PROFESSIONAL SECURITY CONSULTANTS

PSC currently provides security services for the:

- OTC (temporary services) (Agreement No. 8489-18-DS)
- Oxnard central business district, Oxnard Public Library, and Service Center (Agreement No. A-8007)
- Del Norte Regional Recycling and Transfer Station, Headworks Facility, Advanced Water Purification Facility, and Oxnard Wastewater Treatment (Agreement No. A-7985).

RECOMMENDATIONS

That the Committee Recommend City Council:

- Approve and authorize the Mayor to execute a trade services agreement with Professional Security Consultants (PSC), the low bidder for security services at the Oxnard Transit Center at 201 East Fourth Street, not to exceed $691,502 for three years (Agreement No. 8527-19-DS).
- Approve a budget appropriation of $57,626 to fund the trade services agreement for the balance of the fiscal year 2018-2019.

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CITY OF OXNARD CALIFORNIA	**PUBLIC WORKS AND TRANSPORTATION COMMITTEE** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: __2__**

DATE: March 12, 2019

TO: Public Works and Transportation Committee

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

SUBJECT: Approve a Budget Appropriation for Hueneme Recycled Water Pipeline, Phase II (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute an appropriation in the amount of $465,000 from the Water Resource Development Fee Fund 603 to the Hueneme Recycled Water Pipeline, Phase II (Project No. 106002), to fund work, easement procurement and permit fees through completion of the bidding process.

BACKGROUND

On July 29, 2014, the Council approved engineering and design services for Hueneme Road Recycled Water Pipeline Project Phase II, entering into an agreement with Jensen Design & Survey, Inc. (Jensen), Agreement A-7669, in the amount of $1,173,084. On January 13, 2015, the Council approved a First Amendment, in the amount of $1,775,415, with Jensen to complete all engineering, design and post design services for the Hueneme Road Recycled Water Pipeline Phase II, bringing the total contract value to $2,948,499.

The design of the Hueneme Road Recycled Water Pipeline Phase II has had several challenges, including constraints with finding a design that works around the farming season, the inability to secure private property easements through the originally proposed alignment and difficulties with obtaining an encroachment permit from Caltrans and an agreement with Oxnard Drainage District 2 for dewatering.

The inability to secure all necessary easements meant that the pipeline had to be redesigned, causing delays in the anticipated schedule. The alignment has been finalized and the design is currently 95% complete.

Staff has been working diligently with the consultant and participating property owners to obtain the private property easements. The private property owners and the City have come to an understanding regarding the construction scheduling, which will align with the farming season with the goal of reducing the impact to the owners' operations.

Furthermore, staff has secured the necessary Caltrans encroachment permit and has finalized the construction dewatering agreement with the Oxnard Drainage District 2.

Staff is planning to issue a Request for Bid for pipeline construction in late February/early March.

DISCUSSION

Currently, the project has a negative balance, primarily due to City staff continuing to work on the project. At this time, it is necessary to appropriate additional funding in the amount of $465,000 to complete work on the project through the bidding process. These costs include the completion of design ($130,000), easement procurement ($225,000), permit fees ($50,000) and City staff time ($60,000).

When City Council awards the construction contract, project costs will be re-assessed and additional funding may be requested.

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

Funds are available in the Water Resource Development Fee Fund to fund the appropriation of $465,000 to Water Backbone Hueneme Phase II (Project 106002). The projected FY 18-19 ending unassigned fund balance of the Water Resource Development Fee Fund (603) is $16.3 million net of this appropriation request.

Prepared by Burris DeBenning, Management Analyst II.

ATTACHMENTS

Attachment A - Budget Appropriation for Hueneme Road Pipeline, Phase 2

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works/Engineering **Date:** November 29, 2018

Project/Program Manager: Hoon Hahn **Phone:** 385-7832

Reason for Appropriation:

Appropriate funds to complete the Hueneme Road Recycled Water Pipeline, Phase II, Project 106002, through the bidding process.

Accounts and Descriptions		**AMOUNT**
Fund:	**603 Resource Development Fee**	
Expenditures/Transfers Out		
Project 106002 - Water Backbone Hueneme II		
603-6556-821.82-09	Svcs-Other Professional	180,000
603-6556-821.84-51	Svcs from Other Departments	60,000
603-6551-821.86-01	Land/Easem's/Right of Way	225,000
	Sub-total Expenditures	465,000
	Net Change to Fund Balance	**(465,000)**

Net Appropriation Change **(465,000)**

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

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CITY OF OXNARD CALIFORNIA	**PUBLIC WORKS AND TRANSPORTATION COMMITTEE** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: __3__**

DATE: March 12, 2019

TO: Public Works and Transportation Committee

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

SUBJECT: On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services Contract (Rebid) PW 19-35R (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that City Council approves and authorizes the Mayor to execute Agreement A-8127 in the amount of $350,000 for the On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services with Aquatech Services, Inc.

BACKGROUND

The Project

The Water Division requires support for the testing, maintenance, repair and replacement of backflow prevention devices located at various facilities throughout the City. Backflow prevention devices are used to protect potable water supplies from contamination or pollution due to backflow. The Water Division is required to conduct cross connection protection testing under the guidelines of Title 17 of the Safe Drinking Water Act. The Water Division does not have sufficient staff to perform these services. In the past, this work has been contracted out and the most recent agreement was with Aquatech Services, Inc.

Lowest Responsive Bid

The notice inviting formal bids (NIFB) was published on January 17, 2019, and all bids were due on February 1, 2019. In addition to the usual bid publications and advertisements, staff also notified several vendors in the area about the NIFB. The City received two bids, one from Aquatech Services, Inc. and the second from Verne's Plumbing. Aquatech Services, Inc., had the lowest responsive bid.

DISCUSSION

This will be a two (2) year contract of an amount not to exceed $350,000. All work will be pre-approved by a task order issued by the Water Division prior to starting work. The Water Division will issue a task order list of devices to be repaired, replaced, tested or maintained each month. Contractor will have fourteen (14) working days to complete the issued task order. The project was bid out following the City's procurement procedures.

The lowest bidder is Aquatech Services, Inc. and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from Aquatech and 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 is not legally responsible, which means the contractor is trustworthy and fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this Project to Aquatech Services, Inc.

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

Work under this contract will be performed by task orders based upon need with the Project Manager's supervision, direction, and ensuring availability of funding. Task orders will only be assigned based upon funding availability within the department's current operating budget.

Prepared by Renee Hatcher, Public Projects Coordinator

ATTACHMENTS

Attachment A - Bid Tabulation

Attachment B - Agreement A-8127 with Aquatech Services, 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 BACKFLOW ASSEMBLIES TESTING, MAINTENANCE, REPAIR AND REPLACEMENT SERVICES (REBID)

Owner: City of Oxnard

Bids Received: 2/1/19			**Aqua Tech Services, Inc.**		**Verne's Plumbing**
			P. O. Box 3171 Ventura, CA 93006		8561 Whitaker Street Buena Park, CA 930621
			#1		#2
ITEM NO.	**DESCRIPTION**	**UNIT OF MEASURE**	**Total Cost**		**Total Cost**
1	**½ inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea.	$100.00		$287.50
2	**¾ inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$100.00		$287.50
3	**1 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$100.00		$287.50
4	**2 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$100.00		$287.50
5	**2 ½ inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$100.00		$287.50
6	**3 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$100.00		$287.50

7	**4 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$100.00	$287.50
8	**6 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$100.00	$345.00
9	**8 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$100.00	$345.00
10	**10 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$100.00	$345.00
11	**½ inch backflow assembly** Initial testing, clean, retest and certification	Ea	$188.00	$287.50
12	**¾ inch backflow assembly** Initial testing, clean, retest and certification	Ea	$213.00	$287.50
13	**1 inch backflow assembly** Initial testing, clean, retest and certification	Ea	$228.00	$287.50
14	**2 inch backflow assembly** Initial testing, clean, retest and certification	Ea	$238.00	$287.50
15	**2 ½ inch backflow assembly** Initial testing, clean, retest and certification	Ea	$288.00	$287.50

16	3 inch **3 inch backflow assembly** Initial testing, clean, retest and certification	Ea	$228.00	$287.50
17	**4 inch backflow assembly** Initial testing, clean, retest and certification	Ea	$338.00	$287.50
18	6 inch **6 inch backflow assembly** Initial testing, clean, retest and certification	Ea	$538.00	$345.00
19	**8 inch backflow assembly** Initial testing, clean, retest and certification	Ea	$588.00	$345.00
20	**10 inch backflow assembly** Initial testing, clean, retest and certification	Ea	$638.00	$345.00
21	**½ inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$400.00	$1,605.00
22	**¾ inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$400.00	$1,605.00
23	**1 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$400.00	$1,605.00
24	**2 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$450.00	$1,605.00
25	**2 ½ inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$450.00	$1,930.00
26	**3 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$500.00	$1,930.00

27	**4 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$500.00	$1,930.00
28	**6 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$600.00	$3,410.00
29	**8 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$650.00	$3,410.00
30	**10 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$700.00	$3,410.00
31	**½ inch backflow assembly** Initial testing, major repair, retest and certification	Ea	$600.00	$2,490.00
32	**¾ inch backflow assembly** Initial testing, major repair, retest and certification	Ea	$650.00	$2,490.00
33	**1 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$800.00	$2,490.00
34	**1 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$850.00	$2,490.00
35	**2 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$875.00	$2,690.00
36	**2 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$900.00	$2,690.00

37	**2 ½ inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$925.00	$4,010.00
38	**2 ½ inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$950.00	$4,010.00
39	**3 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$975.00	$4,010.00
40	**3 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$1,000.00	$4,010.00
41	**4 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$1,050.00	$4,010.00
42	**4 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$1,050.00	$4,930.00
43	**6 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$1,100.00	$4,280.00
44	**6 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$1,150.00	$5,280.00
45	**8 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$1,200.00	$6,200.00

46	**8 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$1,250.00	$6,200.00
47	**10 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$1,300.00	$6,200.00
48	**10 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$1,400.00	$6,200.00
49	**½ inch backflow assembly (Double Check)** Replace, test and certification	Ea	$750.00	$1,970.00
50	**½ inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$1,000.00	$2,430.00
51	**¾ inch backflow assembly (Double Check)** Replace, test and certification	Ea	$950.00	$2,430.00
52	**¾ inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$1,050.00	$2,430.00
53	**1 inch backflow assembly (Double Check)** Replace, test and certification	Ea	$1,150.00	$2,530.00
54	**1 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$1,250.00	$2,530.00

55	**2 inch backflow assembly (Double Check)** Replace, test and certification	Ea	$1,250.00	$3,215.00
56	**2 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$2,000.00	$3,215.00
57	**3 inch backflow assembly (Double Check)** Replace, test and certification	Ea	$2,200.00	$5,485.00
58	**3 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$3,900.00	$5,485.00
59	**4 inch backflow assembly (Double Check)** Replace, test and certification	Ea	$3,000.00	$7,305.00
60	**4 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$4,500.00	$7,305.00
61	**6 inch backflow assembly (Double Check)** Replace, test and certification	Ea	$4,000.00	$10,880.00
62	**6 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$7,500.00	$10,880.00
63	**8 inch backflow assembly (Double Check)** Replace, test and certification	Ea	$7,000.00	$13,700.00

64	**8 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$12,000.00	$13,700.00
65	**10 inch backflow assembly (Double Check)** Replace, test and certification	Ea	$8,500.00	$16,975.00
66	**10 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$14,000.00	$16,975.00
67	**2 ½ inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	$4,750.00	$8,405.00
68	**3 inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	$5,000.00	$8,405.00
69	**4 inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	$5,250.00	$12,010.00
70	**6 inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	$7,500.00	$12,880.00
71	**8 inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	$10,000.00	$15,700.00
72	**10 inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	$14,000.00	$19,895.00

73	**¾ inch ball valve** Replace, test and certification	Ea	$225.00	$2,500.00
74	**1 inch ball valve** Replace, test and certification	Ea	$275.00	$2,750.00
75	**1 ½ inch ball valve** Replace, test and certification	Ea	$375.00	$2,740.00
76	**2 inch ball valve** Replace, test and certification	Ea	$475.00	$2,940.00
77	**2 ½ inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	$775.00	$3,190.00
78	**2 ½ inch shut-off valve (OS&Y)** Replace, test and certification	Ea	$900.00	$4,190.00
79	**3 inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	$1,000.00	$3,790.00
80	**3 inch shut-off valve (OS&Y)** Replace, test and certification	Ea	$1,100.00	$4,790.00
81	**4 inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	$1,200.00	$4,390.00
82	**4 inch shut-off valve (OS&Y)** Replace, test and certification	Ea	$1,300.00	$6,310.00
83	**6 inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	$1,500.00	$6,080.00

84	**6 inch shut-off valve (OS&Y)** Replace, test and certification	Ea	$1,700.00		$8,080.00
85	**8 inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	$1,900.00		$8,005.00
86	**8 inch shut-off valve (OS&Y)** Replace, test and certification	Ea	$2,200.00		$11,005.00
87	**10 inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	$3,000.00		$8,625.00
88	**10 inch shut-off valve (OS&Y)** Replace, test and certification	Ea	$3,500.00		$10,625.00
89	Guard Shack Econo-Cage to fit 1” backflow assemby	Ea	$500.00		$3,535.00
90	Guard Shack EncPad to fit 1” backflow assembly cage	Ea	$1,000.00		$3,260.00
91	Guard Shack Econo-Cage to fit 2” backflow assemby	Ea	$850.00		$3,735.00
92	Guard Shack EncPad to fit 2” backflow assembly cage	Ea	$1,100.00		$3,360.00
Total Bid Submitted			$174,995.00		$414,850.00
Total Bid Verified			$174,935.00	*	$413,850.00

*corrected amount

Subcontractors:

None	None

CITY OF OXNARD CONTRACT FOR
THE ON-CALL BACKFLOW ASSEMBLIES TESTING, MAINTENANCE, REPAIR AND REPLACEMENT SERVICES (REBID) PW 19-35R

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 AQUATECH SERVICES, INC. ("Contractor"). Contractor's license number is 414466.

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 Backflow Assemblies Testing, Maintenance, Repair and Replacement Services (Rebid) PW 19-35R ("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 three hundred fifty thousand dollars ($350,000).

4. Contract Term. The Contract Term shall begin on the Effective Date and end two (2) 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 continued on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager

ATTEST:

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

APPROVED AS TO FORM:

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

AQUATECH SERVICES, INC.

Cheryl Karluk, CEO[2] Date

Martin Lee, Secretary 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-I
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1 Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

2.1 Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

2.2 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;"

2.3 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 Vendor 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-I. 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):

3

City of Oxnard
Insurance Compliance
Reference No. A-8127
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

4 Vendor 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.

5 Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I 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).**

6 The coverages provided to City shall be primary and not contributing to or in excess of any existing City 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.

7 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**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**				

SAMPL

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8127
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 "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	LIABILITY LIMITS IN THOUSANDS $ AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
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:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. 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-8127___
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 "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

☐ 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:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.___A-8127____
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 Backflow Assemblies Testing, Maintenance, Repair and Replacement Services (Rebid) PW 19-35R (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 Backflow Assemblies Testing, Maintenance, Repair and Replacement Services (Rebid) PW 19-35R (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 BACKFLOW ASSEMBLIES TESTING, MAINTENANCE, REPAIR AND REPLACEMENT SERVICES (REBID)
NO. PW 19-35 [PROJECT]

Bidder's Name: Aqua Tech Services, 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, material, 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 OF MEASURE	Unit Cost
1	**½ inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea.	100.00
2	**¾ inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	100.00
3	**1 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	100.00
4	**2 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	100.00
5	**2 ½ inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	100.00
6	**3 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	100.00
7	**4 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	100.00
8	**6 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	100.00

9	**8 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	100.00
10	**10 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	100.00
11	**½ inch backflow assembly** Initial testing, clean, retest and certification	Ea	188.00
12	**¾ inch backflow assembly** Initial testing, clean, retest and certification	Ea	213.00
13	**1 inch backflow assembly** Initial testing, clean, retest and certification	Ea	228.00
14	**2 inch backflow assembly** Initial testing, clean, retest and certification	Ea	238.00
15	**2 ½ inch backflow assembly** Initial testing, clean, retest and certification	Ea	288.00
16	3 inch **3 inch backflow assembly** Initial testing, clean, retest and certification	Ea	228.00
17	**4 inch backflow assembly** Initial testing, clean, retest and certification	Ea	338.00
18	6 inch **6 inch backflow assembly** Initial testing, clean, retest and certification	Ea	538.00
19	**8 inch backflow assembly** Initial testing, clean, retest and certification	Ea	588.00
20	**10 inch backflow assembly** Initial testing, clean, retest and certification	Ea	638.00

21	**½ inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	400.00
22	**¾ inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	400.00
23	**1 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	400.00
24	**2 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	450.00
25	**2 ½ inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	450.00
26	**3 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	500.00
27	**4 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	500.00
28	**6 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	600.00
29	**8 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	650.00
30	**10 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	700.00
31	**½ inch backflow assembly** Initial testing, major repair, retest and certification	Ea	1000.00
32	**¾ inch backflow assembly** Initial testing, major repair, retest and certification	Ea	1050.00

33	**1 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	800.00
34	**1 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	850.00
35	**2 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	875.00
36	**2 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	900.00
37	**2 ½ inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	925.00
38	**2 ½ inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	950.00
39	**3 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	975.00
40	**3 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	1000.00
41	**4 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	1050.00

42	**4 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	1050.00
43	**6 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	1100.00
44	**6 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	1150.00
45	**8 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	1200.00
46	**8 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	1250.00
47	**10 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	1300.00
48	**10 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	1400.00
49	**½ inch backflow assembly (Double Check)** Replace, test and certification	Ea	750.00

50	**½ inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	1000.00
51	**¾ inch backflow assembly (Double Check)** Replace, test and certification	Ea	950.00
52	**¾ inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	1050.00
53	**1 inch backflow assembly (Double Check)** Replace, test and certification	Ea	1050.00
54	**1 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	1250.00
55	**2 inch backflow assembly (Double Check)** Replace, test and certification	Ea	1250.00
56	**2 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	2000.00
57	**3 inch backflow assembly (Double Check)** Replace, test and certification	Ea	2200.00
58	**3 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	3900.00
59	**4 inch backflow assembly (Double Check)** Replace, test and certification	Ea	3000.00
60	**4 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	4500.00
61	**6 inch backflow assembly (Double Check)** Replace, test and certification	Ea	4000.00

62	**6 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	7500.00
63	**8 inch backflow assembly (Double Check)** Replace, test and certification	Ea	7000.00
64	**8 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	12,000.00
65	**10 inch backflow assembly (Double Check)** Replace, test and certification	Ea	8500.00
66	**10 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	14,000.00
67	**2 ½ inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	4750.00
68	**3 inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	5000.00
69	**4 inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	5250.00
70	**6 inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	7500.00
71	**8 inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	10,000.00
72	**10 inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	14,000.00
73	**¾ inch ball valve** Replace, test and certification	Ea	225.00
74	**1 inch ball valve** Replace, test and certification	Ea	275.00

75	**1 ½ inch ball valve** Replace, test and certification	Ea	375.00
76	**2 inch ball valve** Replace, test and certification	Ea	475.00
77	**2 ½ inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	775.00
78	**2 ½ inch shut-off valve (OS&Y)** Replace, test and certification	Ea	900.00
79	**3 inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	1000.00
80	**3 inch shut-off valve (OS&Y)** Replace, test and certification	Ea	1100.00
81	**4 inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	1200.00
82	**4 inch shut-off valve (OS&Y)** Replace, test and certification	Ea	1300.00
83	**6 inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	1500.00
84	**6 inch shut-off valve (OS&Y)** Replace, test and certification	Ea	1700.00
85	**8 inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	1900.00
86	**8 inch shut-off valve (OS&Y)** Replace, test and certification	Ea	2200.00
87	**10 inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	3000.00
88	**10 inch shut-off valve (OS&Y)** Replace, test and certification	Ea	3500.00
89	Guard Shack Econo-Cage to fit 1" backflow assemby	Ea	500.00

On-Call Backflow Assemblies Testing, Maintenance, Repair, and Replacement Services

March 12, 2019

CITY OF OXNARD CALIFORNIA

Backflow Service Recommendation

That City Council:

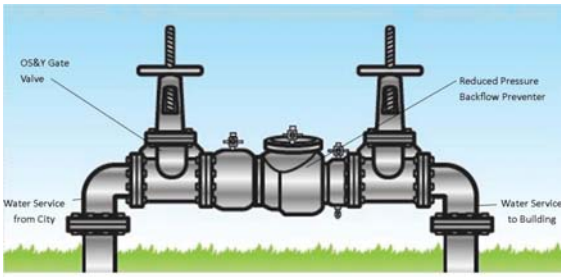
1. Award and authorize the Mayor to execute Agreement A-8127 with Aquatech Services, Inc. in the amount of $350,000 for two years for on-call backflow assemblies testing, maintenance, repair, and replacement services.

Backflow Service Background

- The Water Division is required to follow the cross connection protection under the guidelines of Title 17 of the Safe Drinking Water Act.
- The Water Division requires support for testing, maintenance, repair, and replacement of backflow devices.
- The City of Oxnard currently does not have sufficient staff that can perform these services on backflow devices.

Backflow Service Background

- A backflow prevention device is used to protect potable water supplies from contamination or pollution due to backflow.
- Extremely low pressure may allow contaminated water to enter into the water distribution system.



Backflow prevention assemblies protect our drinking water supply.

Backflow Service Bid

- First day of advertisement of Notice Inviting Formal Bids on January 17, 2019, and all bids were due on February 1, 2019.
- The City received two bids from Aquatech Services, Inc. and Verne's Plumbing.
- The lowest responsive bidder is Aquatech Services, Inc.
- Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, checked that all City business licenses are current, and verified registration with the State of California Department of Industrial Relations (DIR).

Backflow Service Bid

The bid results are as follows:

- Aquatech Services, Inc. (Ventura) $174,935.00
- Verne's Plumbing $413,850.00

Backflow Service Financial Impact

- Work under this contract will be performed by task orders based upon need with the Project Manager's supervision and direction.
- Task orders will only be assigned based upon available funding within the Water Division current operating budget.

Questions?

CITY OF OXNARD CALIFORNIA