

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



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
April 9, 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 March 26, 2019 Regular Meeting as presented.

Contact: Michelle Ascencion

Phone: (805) 385-7805

D. REPORTS

Public Works Department

1. SUBJECT: Approve Agreement A-8119 with Gannett-Fleming, Inc. for the City's Water Business Plan. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council award and authorize the Mayor to execute a Professional Services Agreement (PSA) A-8119 with Gannett Fleming, Inc. for consultation on the development of the City's future Water Business Plan at a cost not to exceed \$519,143.

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

2. SUBJECT: Agreement No. 8562-19-PW with Raftelis Financial Consulting, Inc. for Water Rate Study Consulting Services. (5/5/5)

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.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the City Manager to execute Agreement Number 8562-19-PW with Raftelis Financial Consulting, Inc. for a sixteen (16) month agreement for Professional Services for Water Rate Study at a cost not to exceed \$160,442.
Contact: Rosemarie Gaglione Phone: (805) 385-8055

3. SUBJECT: Award Agreement A-8128 for Rose Avenue and Gary Drive Traffic Signal Project. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommends that City Council:

1. Award and authorize the Mayor to execute Agreement A-8128 in the amount of \$678,072.40 with California Professional Engineering, Inc. for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74 State Project No. ATPL-5129 (094);
2. Approve \$67,807.00 for Project contingency for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74;
3. Approve \$67,807.00 for construction engineering, inspection, labor compliance and project management for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74; and
4. Approve an appropriation of \$495,000 from the State/Local Grant Fund (219) and \$318,686 from the Air Pollution Buydown Fee Fund (118) for the Rose Avenue and Gary Drive Signal Project 183105.

Contact: Rosemarie Gaglione Phone: (805) 385-8055

4. SUBJECT: Award Agreement A-8131 On-Call Mechanical Facility Repair, Maintenance, Replacement and Construction Services Project to Toro Enterprises, Inc. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8131 to the lowest responsible bidder, Toro Enterprises, Inc., for a three year term for an amount up to \$4,500,000 for on-call mechanical facility repair, maintenance, replacement and construction services.

Contact: Rosemarie Gaglione Phone: (805) 385-8055

5. SUBJECT: Approval of Third Amendment to Agreement for Trade Services with Weck Laboratories, Inc. for processing water testing samples for the Channel Islands Water Quality Issue. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. A-7583 with Weck Laboratories, Inc. to:

- (1) Add the Special Districts Division to the Agreement's Scope of Services; and
- (2) Increase the value of the Agreement from \$900,000 to \$960,000 for ongoing services relating to the Channel Islands Harbor water quality issue.

Contact: Rosemarie Gaglione Phone: (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

DRAFT
MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
March 26, 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 Tim Flynn, Bryan MacDonald, and Chair Bert Perello were present.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Shiri Klima, Deputy City Manager; Jeri Cooper, Special Districts Project Manager; Darwin Base, Fire Chief; Rosemarie Gaglione, Public Works Director; Keith Brooks, Information Technology Director; Ashley Golden, Assistant City Manager; Thien Ng, Assistant Public Works Director; Hoon Han, City Engineer; and Michelle Ascencion, City Clerk.

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

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the March 12, 2019 Regular Meeting as presented.

It was moved by Member Flynn, seconded by Member MacDonald, 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: Five Year Capital Improvement Program and Use of Bond Proceeds.

RECOMMENDATION: That the Public Works and Transportation Committee recommend:

1. To the City Council which projects to fund from the Draft 2019-2024 City of Oxnard Five Year Capital Improvement Program;
2. That the Council subsequently adopt the 2019-2024 City of Oxnard Five Year Capital Improvement Program; and
3. That the Council approve the proposed list of non-CIP redevelopment bond proceeds projects and appropriate funding to these projects.

The Deputy City Manager gave a report. Discussion ensued among the Council and staff. Public comments were received from Robert Franks and Armando Delgado. Further discussion ensued.

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 (Member MacDonald stated that he is abstaining from voting on projects pertaining to the PAL Facility and the Wilson Neighborhood, due to a potential real property conflict of interest).

2. SUBJECT: Senate Bill 1 (SB1) Local Streets and Roads Road Maintenance and Rehabilitation Account (RMRA) Funding and Project List.
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council authorize the Mayor to adopt a resolution approving the Senate Bill 1 (SB1) Local Streets and Roads, Road Maintenance and Rehabilitation Account (RMRA), Fiscal Year 2019-2020 project list, in the amount of \$3,417,896, and include projects previously listed that will continue to require funding in Fiscal Year 2019-20.

The City Engineer 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 (No requests were made.)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 12:57 p.m.

MICHELLE ASCENCION, CMC
City Clerk

BERT PERELLO
Chair



**PUBLIC WORKS AND
TRANSPORTATION
COMMITTEE**

AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: April 9, 2019

TO: Public Works and Transportation Committee

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

SUBJECT: Approve Agreement A-8119 with Gannett-Fleming, Inc. for the City's Water Business Plan. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that City Council award and authorize the Mayor to execute a Professional Services Agreement (PSA) A-8119 with Gannett Fleming, Inc. for consultation on the development of the City's future Water Business Plan at a cost not to exceed \$519,143.

BACKGROUND

The City's complex and shared water supply comes from local groundwater pumped directly by the City or purchased from United Water Conservation District (UWCD). The groundwater is blended with imported water from Northern California (the State Water Project) purchased through Calleguas Municipal Water District (CMWD) to produce a good water quality for customers.

The City's current potable water supply portfolio is as follows:

- Local groundwater pumped from City wells (25 to 30 percent)
- Local groundwater purchased from United (25 to 30 percent)
- Imported water purchased from CMWD (40 to 50 percent)

The cost of imported water is expected to increase considerably over the coming decades, at an estimated rate of 5.5 percent per year. Additionally, the reliability of imported water is uncertain due to potential earthquakes and vulnerability of the State Water Project's aging infrastructure.

The available groundwater supply is regulated by Fox Canyon Groundwater Management Agency (GMA). The GMA establishes Groundwater Sustainability Plans for the basins within

their jurisdiction as required by the Sustainable Groundwater Management Act of 2014. Consequently, the GMA has identified reductions in groundwater pumping with a potential 40 percent reduction over the next 20 years in order to protect the local groundwater basin. With groundwater pumping allocations projected to consistently decrease over the coming decades, relying only on imported water to offset this deficit will be very costly to the City.

The Advanced Water Purification Facility (AWPF) provides a new water source to the City's portfolio as well as potential benefits to the local groundwater basin. A number of options are available to maximize the beneficial use of recycled water: indirect potable reuse, agricultural usage in exchange for groundwater allocations, and/or industrial and landscape application to reduce potable water consumption.

Oxnard's recycled water system is a valuable asset to the region. To this end, local agencies such as UWCD, Pleasant Valley County Water District (PVCWD), the City of Ventura, as well as the local agricultural community are interested in developing partnerships with the City regarding the recycled water program. However, affordability, water quality, water service and water reliability are key concerns for the City. These factors coupled with supply challenges as well as the variety of partnership opportunities make this the right time to evaluate options to determine the best and most economically feasible investments to move forward.

DISCUSSION

On August 13, 2018, the Water Division issued a request for proposal (RFP) to four consultant firms that specialize in water resources management plan development. A Water Resources Management Plan (Business Plan) is needed to provide management guidance for addressing future water sustainability issues, especially as it relates to the use of recycled water to supplement the potable water supply. The proposed Business Plan will consider options from a strategic perspective to address long-term water supply needs and to determine the most beneficial and cost-effective means for the City to maximize recycled water in the portfolio mix.

Also, the Business Plan will outline options, including related water projects with cost and time estimates, to allow analysis of initiation and completion of projects and management actions over time. Each option will be evaluated by a number of factors including revenue generation, capital costs, operation and maintenance costs as well as benefits and risks. Selected options will meet the goals of improved reliability, redundancy, quality and flexibility of the current water supply system.

As an important driver for future water supply planning, the selected options and associated costs and project time frames will be integrated into the City's upcoming water rate study for the Water Enterprise fund. The rate model developed by this project will also provide the financial framework for the water rate study.

Gannett Fleming, Inc. (Gannett Fleming) responded to the RFP. On October 30, 2018, staff conducted an interview with the Gannett Fleming team members. The selection criteria for the interview included: 1) experience, 2) past performance, 3) staffing resources, 4) project

approach, and 5) understanding of the local water market area. City staff determined that Gannett Fleming is qualified for this project.

Gannett Fleming and staff subsequently met to refine the scope of services and schedule, and to negotiate the fees for services. The scope of services are summarized as follows:

- Task 0: Project Management and Quality Assurance/Quality Control: Develop a Project Charter, Project Plan, and conduct overall Project management and quality control.
- Task 1: Project Initiation, Data Collection and Goal Setting: Conduct kick-off meeting, undertake data collection, and work with City staff, Public Works management, City Manager's office, and City Council in setting of "high-level" goals/objectives for the Water Enterprise.
- Task 2: Baseline Development: Identify existing status (baseline condition) of Water Enterprise through due diligence review of past reports, documentation of existing condition of facilities and review of existing capacities/delivery capabilities.
- Task 3: Financial Plan Model Development: Develop a financial model to assess the current financial health (baseline condition) of the Water Enterprise.
- Task 4: Scenario Development and Alternatives Screening: Develop scenarios for the delivery of potable water and recycled water by the Water Enterprise.
- Task 5: Stakeholder Refinement of Alternatives: Consultant and City staff will solicit input from regional stakeholders regarding the scenarios and alternatives developed under Task 4. Provide input to the Water Rate Study's public outreach workshops and presentations.
- Task 6: Preparation of Water Business Plan: Prepare a Water Business Plan for the City's Water Enterprise based on the work conducted under Tasks 1 through 5.

The water business plan scope of services fee is \$519,143.

STRATEGIC PRIORITIES

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

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

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

Agreement A-8119 with Gannett-Fleming, Inc. for the City's Water Business Plan.

April 9, 2019

Page 4

The Agreement in the amount of \$519,143 will be funded by the Water Division Fund (601) Account 601-6010-842.82-09. The estimated unassigned FY18-19 fund balance of the Water Division Fund (601) is \$26 million.

Prepared by Burris DeBenning, Management Analyst II.

ATTACHMENTS

Attachment A – Agreement A-8119 (Gannett Fleming, Inc.)

Attachment B - RFP PW 19-11 Water Business Plan

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: May 8, 2019
- (2) Consultant: Gannett Fleming, Inc.
- (3) Services: Assist City in Development and Presentation of Comprehensive Water Business Plan.
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: December 31, 2020
- (6) Total Agreement Amount: Not to Exceed \$519,143
- (7) City's Project Manager: Thien Ng
- (8) Consultant's Project Manager: Ken Hume, PE
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:
- | | |
|--|---|
| <i>FOR CONSULTANT:</i>

2901 N. Ventura Rd.
Oxnard, CA 93036
Attn: Ken Hume, PE, Project Manager | <i>FOR CITY:</i>

305 W. Third St. 3 rd Floor
Oxnard, CA 93030
Attn: Burris DeBenning, Management Analyst II |
|--|---|
- (11) Contact Emails:
- | | |
|--|--|
| <i>CONSULTANT'S PROJECT
MANAGER:</i>
khume@gfnet.com | <i>CITY'S PROJECT MANAGER:</i>

thien.ng@cityofoxnard.org |
|--|--|

The Agreement for Professional 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
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. 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.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant 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.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontractors. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant 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 Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant 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.

10. 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 and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant'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 Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who is assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant'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 Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. 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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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.

13. Advertising and Publicity. Consultant 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.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant shall promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant 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. Consultant 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant 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.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or shallful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or shallful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or shallful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant’s work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant’s indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant 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 City’s Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City’s 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 Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. 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 Consultant pursuant to this Agreement (“Documents and Materials”) shall be the City’s property without restriction or limitation upon its use, duplication or dissemination. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 18.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of 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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant 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. Consultant 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. Consultant 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, Consultant, 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 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or 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 Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City shall provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (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 Consultant 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, Consultant 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.

e. Consultant 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 Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. 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 Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant shall use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant 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. Consultant 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. Consultant agrees to pay all required taxes on amounts paid to Consultant 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. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant'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 Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant 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. Consultant understands and agrees that it is bound by and shall comply with all legal nondiscrimination mandates. For every subcontractor who shall perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 shall limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant 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, Consultant 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 Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant "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 Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant'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. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

28. 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.

29. 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.

30. Force Majeure. Neither City nor Consultant 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.

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

32. 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.

33. 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.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.

35. 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.

36. 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 Consultant 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 Consultant, 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.

37. 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.

38. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. 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 Project Managers' emails listed in "(11) 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.

40. 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

GANNETT FLEMING, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☐ Lisa Boerner, Purchasing Manager _____
☐ [name] , Buyer _____

Ken Hume, Vice President² _____ Date _____

John H. Kessler, CFO _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

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

BACKGROUND AND PURPOSE

Cities and agencies state-wide continue to be impacted by the growing pressure on local and imported water supplies. Groundwater pumping is being limited by management agencies to protect local aquifers from depletion and the cost of imported water continues to rise. Natural disasters, such as earthquakes, could also seriously disrupt the delivery of imported water. The City of Oxnard (City) recognizes the need to address these issues through development of a Water Business Plan to ensure a reliable long-term supply of water to their service area.

A comprehensive business plan for the City's Water Enterprise will provide management guidance for addressing sustainability issues related to water resources and the use of recycled water to supplement potable water supply. The Water Business Plan will consider options from a strategic perspective that address the City's long term (30-year) water goals and determine the most beneficial and cost-effective means for the City to manage their water resources including the sale of recycled water. Options identified for water projects will require funding and the City will look at initiation and completion of such projects over time using a phased approach. The chosen options will ensure that the City's ratepayers receive an optimal benefit on their investment in the recycled water program. Each option will be evaluated considering revenue generation, capital costs, operation and maintenance (O&M) costs as well as benefits and risks to the City. Further, chosen options will enhance the reliability, redundancy, quality and flexibility of the City's current water supply system. Output from the Water Business Plan will be used in the City's Rate Study, which is being undertaken in parallel with this project.

SCOPE OF WORK SUMMARY

The following is a summary of the task breakdown for the Water Business Plan. The detailed scope of work is included thereafter.

Task 0: PROJECT MANAGEMENT AND QA/QC – Consultant will develop a Project Charter and Project Plan and conduct overall Project management and quality control.

Task 1: PROJECT INITIATION, DATA COLLECTION AND GOAL SETTING – Consultant will conduct kick-off meeting, undertake data collection, and work with City staff, Public Works management, City Manager's office, and elected officials in setting of "high-level" goals/objectives for the Water Enterprise. Effort also includes defining metrics used to make decisions.

Task 2: BASELINE DEVELOPMENT – Consultant will identify existing status (baseline condition) of Water Enterprise through due diligence review of past reports, documentation of existing condition of facilities and review of existing capacities/delivery capabilities. Effort includes calculation of the current unit cost of potable water and recycled water under existing baseline conditions.

Task 3: FINANCIAL PLAN MODEL DEVELOPMENT – Consultant will develop a financial model to assess the current financial health (baseline condition) of the Water Enterprise. Effort includes training of City staff on the use of the model.

Task 4: SCENARIO DEVELOPMENT AND ALTERNATIVES SCREENING – Consultant will develop scenarios for the delivery of potable water and recycled water by the Water Enterprise. Effort includes preparation of detailed alternatives based on the scenarios, which would then be analyzed and ranked based on cost and benefits.

Task 5: STAKEHOLDER REFINEMENT OF ALTERNATIVES – Consultant will support City staff in soliciting input from local stakeholders regarding the scenarios and alternatives developed under Task 4. Effort included determination as to whether refinement of alternatives is needed based on stakeholder input.

Task 6: PREPARATION OF WATER BUSINESS PLAN – Consultant will prepare a Water Business Plan for the City’s Water Enterprise based on the work conducted under Tasks 1 through 5. Effort includes supporting City staff in the preparation of information for Utility Task Force (UTF) and City Council presentations.

TASK 0: PROJECT MANAGEMENT AND QA/QC

Task 0.1 Project Management and Billing

Project management includes the following:

- Preparation of the Project Charter and Project Plan
- Maintenance of the City’s monthly reporting requirements and earned value tracking
- Project progress status updates
- Client correspondence
- Monthly invoicing
- Management of the Project Team

Task 0.2 Quality Assurance/Quality Control (QA/QC)

Provide QA/QC throughout the business plan development and financial plan model.

Deliverables: The Consultant shall prepare a Project Charter, Project Plan, monthly invoices, client correspondences (as needed).

TASK 1: PROJECT INITIATION, DATA COLLECTION AND GOAL SETTING

Task 1.1 Meetings

The Consultant will conduct a project kick-off meeting with City staff, key Consultant staff and subconsultants. The goals for the kick-off meeting include:

- Acquainting City staff with the Consultant’s team and individual assignments and responsibilities;
- Establish points of contact and protocols;
- Establish overall goals and objectives for the use of the Water Business Plan;
- Review the draft of the Project Work Plan and schedule;
- Discuss City concerns and;
- Discuss the data request and any initial data questions.

The Consultant will prepare a detailed data request and submit to the City prior to the kick-off meeting that identifies the information needed to begin development of the Water Business Plan.

Meeting(s): The Consultant shall attend one (1) 4-hour kick-off meeting and six (6) interim meetings with City staff (agenda to be defined) so that the Water Business Plan development receives consistent input and guidance.

Deliverable(s) (in Adobe PDF format): The Consultant shall prepare meeting agenda materials, meeting minutes, and data request list.

Task 1.2 – Build City Consensus of Project Goals and Objectives

This subtask involves identification of overall Project goals and objectives for development of the Water Business Plan. These goals and objectives are derived from “high-level” policy input from elected officials, City Manager office, City

management and Senior staff within the Public Works Department. These goals and objectives may relate to areas such as potable water sustainability, rate stability, emergency response reserves, support to agriculture, and regional coordination and cooperation. High-level alternatives will also be identified such as; the use of recycled water for internal City potable water augmentation (groundwater recharge), the sale of recycled water to agriculture, the sale of recycled water to regional wholesale agencies and the sale of recycled water by the City as a wholesale agency. The following steps will be undertaken as part of this subtask:

- Coordinate with City staff to conduct confidential survey of elected officials using tools such as SurveyMonkey, Qualtrics or other survey applications. Scope assumes one (1) survey with associated summary documentation
- Conduct interviews with City staff
- Initiate data review
- Conduct workshop to review outcome of survey and interviews

The Consultant will prepare a summary report identifying results of surveys and interviews including a summary of established goals and objectives for the Water Business Plan as agreed upon at the workshop. The summary report shall also identify “high-level” criteria for identifying approaches to water and recycled water delivery and how those approaches would be weighted during an assessment used to generate initial water planning scenarios. The scenarios will be further refined into alternatives for water and recycled water delivery that will be analyzed in subsequent tasks under this scope of work. The criteria for weighting of approaches to water and recycled water delivery may include, but will not necessarily be limited to, the following:

- Potential Impacts on Water Rates
- Public Acceptance
- Reliability
- Ease of Implementation
- Sustainability
- Regulatory Risk
- Flexibility
- Ability to Serve Customers Types (municipal, industrial, agriculture, etc.)

Meeting(s):

- The Consultant shall conduct interviews with City staff (assumes 4 meetings total with documenting meetings with total of forty (40) hours for interviews and documentation)
- The Consultant shall conduct one (1) workshop to review results of surveys and interviews and to present City established high-level goals and objectives for the Water Business Plan.

Deliverable (submitted in Microsoft Word and Adobe PDF format): The Consultant shall prepare a draft Water Enterprise Goals and Objectives Summary Report identifying results of surveys and interviews conducted under Task 1. Based on City input received during the workshop, Consultant shall prepare the final Water Enterprise Goals and Objectives Summary Report.

TASK 2: BASELINE DEVELOPMENT

Task 2.1 - Assess Current Situation

This subtask includes a review the existing conditions of the Water Enterprise. The following efforts will be a part of this subtask:

- Review/Assess Existing Asset Capacities
 - Treatment Facilities, Advanced Water Purification Facility (AWPF) and Desalter
 - Blending Stations and Water Mains
 - Recycled Water Pipelines

- Aquifer Storage and Recovery (ASR) Well
- Review Existing Water Agreements
- Review Proposed Developments
- Review Planning Studies
- Review Internal and External Influences

Task 2.2 – Assess the Current Cost of Water and Recycled Water

The Consultant will review the operations and maintenance (O&M) budget for water and wastewater enterprises and allocate costs to potable water and recycled water. Recycled water costs will include those costs that are associated with the delivery of feedwater to the recycled water treatment facilities. Other associated costs that would be attributed to each portion of the Water Enterprise portfolio, such as debt service and fund balance maintenance will also be included. The Consultant will coordinate with City staff regarding these allocations. Using the cost analysis undertaken under this subtask as well as the financial model developed under Task 3, the Consultant will assess the current unit cost for potable water and recycled water production.

Meeting(s): The Consultant shall attend one (1) meeting with City Staff to Review Baseline Conditions and Constraints TM.

Deliverable (submitted in Microsoft Word, Microsoft Excel and Adobe PDF format): The Consultant shall prepare a Technical Memorandum identifying baseline, constraints of the Water Enterprise and the estimate of current unit cost for potable water and recycled water. The deliverable shall be submitted following completion of Task 3.

TASK 3: FINANCIAL PLAN MODEL DEVELOPMENT

The Consultant will develop a financial model in Microsoft Excel 2016 format for the current baseline conditions of the City's Water Enterprise. The baseline model will be used and expanded as appropriate for the evaluation of scenarios and alternatives to be developed under Task 4.

Task 3.1 – Model Development

The Consultant will create a baseline financial model for water and recycled water to assess the current financial health of the Water Enterprise by modeling the following:

- Revenue, expenses (O&M, capital, debt service) and yearly cash flow
- Reserve balances – reflective of City reserve policies
- Debt coverage ratios
- Revenue/rate adjustments to estimate customer bill impacts

The baseline financial model will establish the current financial health of the Water Enterprise before evaluating potential alternatives.

The financial model will then be used to evaluate business plan alternatives developed in Task 4. The financial plan models will:

- Model each enterprise's (water and recycled water) financial health and the financial viability for each scenario by showing potential financial and rate impacts and reserve balances for each alternative - considering the impacts of recycled water costs and sales on potable water
- Project expenses and revenue needs (costs) over a near, mid-term and long-term (30-year) planning horizons
- Project potential future rate impacts and potential challenges to the City's financial health, enabling the City to phase expenses, reserve balances, or capital project scheduling to smooth customer impacts and maintain financially viable enterprises

- Evaluate options for capital financing including rates, debt, grants, or infrastructure bank loans

During the development of the model, the Consultant will review and discuss the City's reserve targets, as applicable, for operating, capital, rate stabilization, and emergency reserves to ensure fiscal stability consistent with prudent utility practice. The model will include a financial plan Dashboard. The Dashboard will have the following features and will be used to evaluate business plan alternatives:

- Flexibility to change many assumptions such as water sales, capital investment, and revenue adjustments;
- Error flagging and problematic results such as: failure to meet debt coverage, reserves below target levels, etc.;
- Sensitivity analyses and various "what-if" scenario assessments, so that impacts can be viewed instantaneously with built in-screen graphics;

The Dashboard will include scenario managers allowing for easy recall of the costs and assumptions associated with alternatives developed under subsequent tasks. Through the dashboard, the City will be able to select capital financing options through pay-as-you-go or debt and view resulting reserve balances.

The model format developed under this task will be used to analyse up to four (4) alternatives that will be developed in subsequent tasks so that the most appropriate alternative can be selected considering demand, supply, costs, and financing alternatives.

Task 3.2 –Training

The Consultant will provide training on the use of the Financial Model to City staff. The City will provide facilities to accommodate the training sessions. The scope includes one (1) 4-hour training session.

Meeting(s)/Conference(s):

- The Consultant shall attend up to three (3) meetings; up to two (2) in-person meeting and one (1) web meeting, to review model development and business plan alternatives
- The Consultant shall attend one 4-hour meeting for training of City staff on the financial model
-

Deliverable(s) (submitted in Microsoft Excel and Adobe PDF format): The Consultant shall provide a Financial/Business plan model developed using Microsoft Excel 2016 software.

TASK 4 - SCENARIO DEVELOPMENT AND ALTERNATIVES SCREENING

The scope of work will include the development of water and recycled water delivery scenarios that can then be used to generate more detailed alternatives. The more detailed alternatives can then be evaluated from a cost benefits perspective that included the results of the financial model as discussed in Task 3. The Consultant will work cooperatively with City staff to finalize criteria for water and recycled water delivery scenario screening. The scenarios developed under Subtask 4.1 and 4.2 will be used to prepare delivery alternatives that will be further analyzed under Subtask 4.3. Using the weighted criteria, the Consultant will screen the scenarios. The screening will look at the near-term (1 to 5 years) and mid-term (6 to 10 years) objectives that align with the City's long-term vision based on the goals and objectives identified under Task 1. Specific activities included in scenario development include the following:

- Finalizing near-term and mid-term objectives that tie into the long-term vision identified under Task 1
- Identifying other key performance indicators that may be used in conjunction with the weighting criteria identified under Task 1
- Establish final criteria for screening scenarios
- Determine how each scenario fits into the City's current master planning for the Water Enterprise and how the planning may be impacted
- Considerations that optimize the benefits to the City for regional cooperation in water and recycled water delivery

Metrics for scenario evaluation include, but may not necessarily be limited to:

- Maintaining adequate water supply for specific users (municipal, industrial, agriculture, etc.)
- Mitigating potential impacts to ratepayer costs
- Maintaining financial health of the Water Enterprise fund
- Requiring that City Rate Payers are fairly compensated for their past and future investments
- Optimizing Public acceptance
- Considering administrative requirements

Task 4.1 – Potable Water Scenarios for Consideration

Using existing infrastructure capabilities, operations structure and planning documents for the Water Enterprise as a starting point, scenarios for water delivery will be developed. Limitations on groundwater pumping and groundwater quality will be considered in scenario development. This effort will include a review the Fox Canyon Groundwater Management Agency (GMA)'s groundwater sustainability plan and newly adopted groundwater allocation ordinance to determine potential impacts to the City's Water Enterprise. Alternatives for Imported Water (Calleguas) Purchase (e.g. increase or decrease in purchases) will also be considered.

The scenarios will be further developed and assessed to generate up to four (4) alternatives related to potable water resources. The scenarios identified will also be evaluated against options for purchase of potable water from regional wholesale agencies. Cost and reliability factors associated with purchased water will be considered against local options for both near term as well as long-term water supply options.

Task 4.2 - Develop Potential Scenarios for Recycled Water Use

Using criteria and constraints defined in Tasks 1 and 2 and further refined under this task, recycled water scenarios to be screened include:

- Use Recycled Water for City purposes
 - Indirect Potable Reuse – Aquifer Storage and Recovery
 - Landscape Irrigation
- Sell all Recycled Water
 - Indirect Potable Reuse – Spreading Grounds
 - Agricultural Users
 - Other
- Use Recycled Water for Basin Management
 - Compensation for injection to aquifer
- Incorporate outside capital investment in infrastructure development

Recycled water alternatives may involve:

- Recycled water pipeline extensions
- Source water alternatives, i.e. Stormwater and/or Ventura Sewer Extension
- Recycled water retrofits
- Regional participation/cooperation
- Potential private sector participation

Meeting(s): The Consultant shall conduct one (1) workshop to review results of potable and recycled water scenarios and screening.

Deliverable (submitted in Microsoft Word and Adobe PDF format): The Consultant shall prepare a draft Water Delivery Scenario Memorandum identifying results of potable and recycled water scenarios development. Based on City input received during the workshop, Consultant shall prepare the final Water Delivery Scenario Memorandum.

Task 4.3 – Alternatives Analysis

Based on the results from Subtasks 4.1 and 4.2, up to four (4) overall alternatives for potable/recycled water portfolio delivery under the Water Enterprise will be developed and presented in a summary Water Enterprise Alternatives Report. The analysis will identify near-term (1 to 3 years) and mid-term (4 to 10 years) alternatives to achieve the long-term vision based on the goals and objectives identified under Task 1. The qualitative benefits of each alternative will be presented. Talking points will be prepared for discussions with stakeholders as identified in Task 5 (Stakeholder Refinement of Alternatives). These alternatives will be evaluated based on criteria established in cooperation with City staff. These criteria may include but are not limited the following:

- Reliability
- Implementation challenges
- Regulatory constraints and risks
- Stakeholder complexity

The scope includes development of preliminary costs. Using the preliminary costs, a Cost-Benefit Analysis will be conducted to determine best short-term, mid-term and long-term options for the City's Water Enterprise. Using the model developed under Task 3 (Model Development), the alternatives will be quantitatively analyzed to identify the financial pros and cons of each in terms of the following:

- Net Present Value (NPV)
- Internal Rate of Return
- Timing of Cash flows
- Reserve balances
- Debt Coverage
- Revenue adjustments over time – indicates average bill impacts

The NPV assessment sums the yearly cashflow, which is derived from subtracting all related expenses from the projected revenue. Alternatives with an NPV greater than zero benefit City Ratepayers. Alternatives with the largest NPV would be considered optimal from a financial perspective, however there may be other qualitative considerations that impact their overall ranking.

Meeting(s): The Consultant shall attend up to three (3) meetings; up to two (2) in-person meeting and one (1) conference call to review Draft Water Enterprise Alternatives Report with City staff.

Deliverable (submitted in Microsoft Word and Adobe PDF format): The Consultant shall prepare a draft Water Enterprise Alternatives Report that presents up to four (4) overall alternatives for potable/recycled water portfolio delivery under the Water Enterprise. Each alternative shall include near-term and mid-term approaches that will result in meeting the City's long-term goals and objectives for the Water Enterprise. The results of final alternatives analysis will include the ranking and recommendation of alternatives based on the goals and objectives identified under Task 2 and the quantitative assessment undertaken under Task 4.3.

TASK 5 – STAKEHOLDER REFINEMENT OF ALTERNATIVES

The purpose of the stakeholder outreach effort is to discuss alternatives developed under Task 4 with local and regional entities that would either be impacted by or contribute to the City's chosen approach to potable water and recycled water delivery. Stakeholder feedback could then be considered in finalizing the selected near-term and mid-term alternatives that will best set the City's Water Enterprise on a path to reach long-term goals and objectives established under Task 1.

Task 5.1 - Conduct Outreach to Regional Stakeholders to Establish Common Ground

The Consultant will conduct meetings, quantified below, or conference calls with regional stakeholders interfacing with the City's planning and State regulators to discuss the scenarios and alternatives prepared under Task 4. It is anticipated that the scope will include interface with the following cities and agencies:

- City of Ventura
- United Water Conservation District
- Pleasant Valley County Water District
- Channel Islands Beach Community District
- City of Port Hueneme
- Naval Base Port Hueneme
- Fox Canyon Groundwater Management Agency
- Calleguas Municipal Water District
- Other City-Wide Mutual Water Districts
- Ventura County Flood Control District
- Los Angeles Regional Water Quality Control Board
- California Division of Drinking Water
- Procter and Gamble (P&G)

Meeting(s):

- The Consultant shall attend up to thirteen (13) meetings; up to seven (7) in-person meetings and six (6) conference calls with regional stakeholders.
- The Consultant shall conduct a meeting with City staff to review the draft Outreach Report.

Deliverables (submitted in Microsoft Word and Adobe PDF format):

- The Consultant shall prepare a draft Outreach Summary Report that summarizes the results of the outreach effort conducted under Tasks 5.2 and 5.3. The draft report will identify interface issues raised by regional stakeholders and refined alternatives based on stakeholder input. Based on City input received during the review meeting, Consultant shall prepare the final Outreach Report.

Task 5.2 - Alternatives Refinement

Based upon the results of the stakeholder outreach identified under Subtasks 5.2 and 5.3, a review of the alternatives prepared under Task 4 will be conducted to determine whether the outreach effort identified other considerations that would impact the way an alternative is structured and/or ranked. This review may therefore result in further refinement of certain alternatives. The Consultant will prepare a summary draft Impact Report that identifies whether the outreach effort created changes to the structure and/or ranking of alternatives presented in the draft Water Enterprise Alternatives Report and will meet with City staff to review the draft report. The Consultant will prepare a final Impact Report based on input received during the review meeting.

Following preparation of the final Impact Report, the Consultant will prepare a final Water Enterprise Alternatives Report based on the results of the Impact Report.

Meeting(s):

- The Consultant shall attend one (1) meeting with City staff to review the draft Impact Report.
- The Consultant shall attend one (1) meeting with City staff to review the final Water Enterprise Alternatives Report.

Deliverable(s) (submitted in Microsoft Word and Adobe PDF format):

- The Consultant shall prepare a draft Impact Report for review by the City. Based on City input received during the review meeting, Consultant shall prepare a final Impact Report.
- The Consultant shall prepare a final Water Enterprise Alternatives Report based on the results of the Impact Report.

TASK 6 – PREPARATION OF WATER BUSINESS PLAN

Task 6.1 – Plan Preparation

A draft and final Water Business Plan will be prepared. The business plan will be a compilation of the final reports and memoranda prepared under Tasks 1 through 5 with an executive summary. The Plan will detail the business plan alternatives the assumptions, costs and benefits of each alternative and key performance indicators. It will describe the resulting financial health of the water and recycled water enterprises under each business case alternative and discuss the Consultant's overall recommendations. A draft plan workshop will be conducted to solicit feedback from City staff. A final plan will be prepared and issued to the City based on feedback received.

Task 6.2 – Utility Task Force (UTF) and City Council Presentations

The Consultant will assist City staff in the preparation of materials and PowerPoint presentation(s) for the UTF and City Council. The scope of work assumes two (2) UTF presentations and one (1) City council presentation.

Meeting(s):

- The Consultant shall attend one four (4) hour workshop to review draft Water Business Plan with City staff
- Attendance at two (2) UTF meetings and one (1) City Council meeting

Deliverable(s) (submitted in Microsoft Word and Adobe PDF format):

- The Consultant shall prepare a draft Water Business Plan for review by the City and UTF representatives. Based on City input received during workshops and meetings, Consultant shall prepare the final Water Business Plan.
- The Consultant shall assist City staff in the preparation of PowerPoint presentations for City Council and UTF meetings.

SUMMARY OF MEETINGS

The following table represents the breakdown of meetings for the Project Team.

Tasks	Prime Consultant (Gannett Fleming)		Subconsultant (MVE)		Subconsultant (RFC)	
	In- person	Web Mtg/ Conf. Call	In- person	Web Mtg/ Conf. Call	In- person	Web Mtg/ Conf. Call
Task 1						
Task 1.1 Meetings						
Kick-off Meeting and Prep	1		1		1	
Interim Coordination Mtgs and Prep	3	3	3	3	2	1
Task 1.2 - Build Consensus of Project Goals						
Interviews with staff	4		2			
Conduct Workshop with City staff to review Project Goals	1		1			
Task 2						
Task 2.1 - Assess Current Situation						
Meet with City Staff to Review Baseline Conditions and Constraints TM	1		1			

Task 3						
Task 3.1 - Model Development						
Model Review Mtgs with City Staff	2	1	2		2	1
Task 3.2 - Training						
Provide one 4-hour training Session to City Staff	1				1	
Tasks (con't)	Prime Consultant (Gannett Fleming)		Subconsultant (MVE)		Subconsultant (RFC)	
Meeting Type	In- person	Web Mtg/ Conf. Call	In- person	Web Mtg/ Conf. Call	In- person	Web Mtg/ Conf. Call
Task 4						
Task 4.2 - Develop Recycled Water Scenarios						
Prepare and Conduct Workshop with City Staff	1		1			
Task 4.3 - Alternatives Analysis						
Review Alternatives with City Staff	2	1	2	1	1	1
Prepare and Conduct Workshop with City Staff	1		1		1	
Task 5 - Stakeholder Refinement						
Task 5.1 - Conduct Regional Stakeholder Outreach						
Conduct Meetings or Conference Calls with Regional Stakeholders	7	6	7	6		
Prepare and Conduct Workshop with City Staff to Review Draft Outreach Summary Report	1		1			
Task 5.2 - Alternatives Refinement						
Prepare and Conduct Impact Report Review Meeting with City Staff	1		1			
Prepare and Conduct Final Water Enterprise Alternatives Report Review Meeting with City Staff	1		1		1	
Task 6 - Water Business Plan Report						
Prepare and Conduct Workshop with City Staff to Review Draft Water Business Plan	1		1		1	
Task 6.2 - UTF and City Council Presentation						
Attendance at Up To two (2) UTF Meetings	2		2		1	
Attendance at one (1) City Council Meeting	1		1		1	
Total Number of Meetings	31	11	28	10	12	3

RATES AND COSTS EXHIBIT

CITY OF OXNARD WATER BUSINESS PLAN PROJECT HOURLY RATE SCHEDULE

Consultant agrees to render its services per the Scope of Services Exhibit at the rates per hour for professional personnel listed below. No rate changes shall be permitted unless both parties agree in writing by an amendment to the Professional Services Agreement that has been authorized by City Council.

Project Hourly Rate Schedule by Category					
Prime Consultant (KEH Gannett Fleming)		Subconsultant (MVE)		Subconsultant (RFC)	
Principal	\$255	Principal Consultant	\$185	Principal Consultant	\$255
Managing Engineer	\$238			Manager	\$238
Senior Operator	\$194			Senior Consultant	\$210
Project Engineer I	\$192			Administrator	\$80
Project Engineer II	\$168				
CADD Drafter	\$132				
Project Accountant	\$112				
Project Coordinator	\$98				
Subconsultant mark-up @ 10% of hourly rates shown					

Consultant agrees to render its services per the Scope of Services Exhibit and estimates its total costs for these services in the table below. No increase in the Not to Exceed amount of the Agreement shall be permitted unless both parties agree in writing by an amendment to the Professional Services Agreement that has been authorized by City Council.

FEE ESTIMATE

Tasks	Fee Estimate
Task 0	\$40,446
Task 0.1 Project Management, Reporting and Billing (assumes a 12-month Project duration)	
Project Charter and Plan	
Monthly Reporting Earned Value Tracking	
Project Status Updates	
Client Correspondence	
Monthly Invoicing	
Project Team Management	
Task 0.2 Quality Control	
QA/QC	
Task 1	\$73,892
Task 1.1 Meetings	

Kick-off Meeting and Prep (one 4-hr mtg)	
Interim Coordination Mtgs and Prep (6 mtgs total; 3 in-person mtgs and 3 conference calls)	
Task 1.2 - Build Consensus of Project Goals	
Staff coordination	
Interviews with staff (4 mtgs total)	
Initiate Data Review	
Prepare Draft Water Enterprise Goals and Objectives Summary Report	
Prepare Workshop Material and Conduct Workshop	
Prepare Final Water Enterprise Goals and Objectives Summary Report	
Task 2	\$63,866
Task 2.1 - Assess Current Situation	
Review Existing Assets	
Review Existing Water Agreements	
Review Proposed Developments	
Review Planning Studies	
Review Internal and External Influences	
Prepare Draft TM Identifying Baseline Conditions and Constraints	
Meet with City Staff to Review Baseline Conditions and Constraints TM	
Prepare Final TM Identifying Baseline Conditions and Constraints	
Task 2.2 - Assess the Current Cost of Water and Recycled Water	
Integrate Final Baseline Conditions and Constraints with Financial Model Structure Development	
Task 3	\$23,689
Task 3.1 - Model Development	
Prepare Draft Financial Model	
Prepare Meeting Material and Conduct Model Review Mtgs with City Staff (3 mtgs total; 2 in-person mtgs and 1 web mtg)	
Prepare Final Financial Model	
Task 3.2 - Training	
Provide one 4-hour Training Session to City Staff	
Task 4	\$141,891
Determine Cost-Benefit Criteria for Scenario Screening	
Task 4.1 - Potable Water Scenarios	
Develop Potable Water Scenarios	
Task 4.2 - Develop Recycled Water Scenarios	
Develop Recycled Water Scenarios	
Prepare Draft Water Delivery Scenario Report	
Prepare and Conduct Workshop with City Staff	
Prepare Final Water Delivery Scenario Report	
Task 4.3 - Alternatives Analysis	
Identify Near-term and Mid-Term Alternatives to Achieve Long-term Vision	
Prepare Alternatives Preliminary Costs Estimates	
Identify Qualitative Benefits for Each Alternative	
Develop Model Runs for Each Alternative	
Review Alternatives with City Staff (2 in-person Mtgs and 1 conference call)	

Prepare Talking Points for Discussions with Stakeholders	
Prepare Draft Water Enterprise Alternatives Report	
Prepare and Conduct Workshop with City Staff (note: Final Water Enterprise Alternatives Report to be prepared following completion of Task 5)	
Task 5 - Stakeholder Refinement	\$102,230
Task 5.1 - Conduct Regional Stakeholder Outreach	
Conduct Up To 13 Meetings or Conference Calls with Regional Stakeholders	
Document Regional Input	
Prepare Draft Outreach Summary Report	
Prepare and Conduct Workshop with City Staff to Review Draft Outreach Summary Report	
Prepare Final Outreach Summary Report	
Task 5.2 - Alternatives Refinement	
Review Water Enterprise Alternatives Report and Determine the Impacts on Selected Alternatives Based on Results of Outreach Summary Report	
Prepare Draft Impact Report	
Prepare and Conduct Impact Report Review Meeting with City Staff	
Prepare Final Impact Report	
Prepare Final Water Enterprise Alternatives Report	
Prepare and Conduct Final Water Enterprise Alternatives Report Review Meeting with City Staff	
Task 6 - Water Business Plan Report	\$73,129
Task 6.1 - Plan Preparation	
Prepare Draft Water Business Plan	
Prepare and Conduct Workshop with City Staff to Review Draft Water Business Plan	
Prepare Final Water Business Plan	
Task 6.2 - UTF and City Council Presentation	
Assist City Staff in the Preparation of PowerPoint Presentation(s) for UTF and City Council Meetings	
Attendance at Up To 2 UTF Meetings	
Attendance at one City Council Meeting	

TOTAL FEE ESTIMATE \$519,143

INSURANCE EXHIBIT (INS-A)
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. 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. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant 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-A. 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 commencement of services. 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. _____
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, 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, agents 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, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

6. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant 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

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 the Consultant/insurer use the endorsement forms which are attached. Substitute forms shall be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.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 [] 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 Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

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 SHALL 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

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
						ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:			POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits				
			☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to . coverage. ☐ Per Occurrence ☐ Per Claim (which)				
NAMED INSURED			APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:				
			CITY AGREEMENTS/PERMITS				
TYPE OF INSURANCE			OTHER PROVISIONS				
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____				
LIMIT OF LIABILITY							
\$ _____ per accident, for bodily injury and property damage.							
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. _____ 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 _____			



City of Oxnard Request for Proposal (RFP)

Water Business Plan

Bid Close Date: September 17,
2018
by 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030
www.oxnard.org

Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>

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1. Proposed Timeline
2. Period of Performance
3. Introduction
4. General Information
5. Project description
6. Contractors Qualifications and Responsibility

B. PROPOSAL GUIDELINES

Tab A – Proposal Checklist
Tab B – Company Profile/ Experience
Tab C – Acknowledgement
Tab D – Scope of Services
Tab E – References
Tab F – Bidder Attachment

A non-mandatory pre-proposal meeting will be held on Wednesday, August 22, 2018 at 11:00 a.m. at the City of Oxnard Council Chambers located at 305 W. Third Street, First Floor, Oxnard, California 93030.

Attention Bidders: Please complete bid documents Tabs A through F and upload your proposal as part of your bid response at www.publicpurchase.com.

The City is soliciting professional services for the Public Works Department in the development of a comprehensive recommended Water Business Plan.

Proposers will be responsible to carefully examine the requirements contained herein.

PROPOSED TIMELINE

DATE	ACTIVITY
August 13, 2018	Release of Solicitation
August 22, 2018	Non-Mandatory Pre-Proposal Meeting at <u>11:00 a.m.</u>
September 17, 2018	Submission of the Proposal due by <u>2:00 p.m.</u>
September 18 – 26, 2018	Review of Proposals
October 9, 2018	Oral Interviews
October 10, 2018	Agreement Development/Negotiations
October 16, 2018	Contracted work begins

The above dates are tentative and are subject to change as necessary.

PERIOD OF PERFORMANCE

The period of performance anticipated for this solicitation and shall be for one (1) year beginning October 16, 2018 or effective upon signature of an Agreement by both parties, unless terminated earlier.

1.0 INTRODUCTION

The City of Oxnard, hereinafter referred to as “City,” is soliciting proposals from qualified Consulting firms, hereinafter referred to as “CONTRACTOR,” to assist City in preparing a long range business plan to address the City’s short and long-term water goals and the future of recycled water sales. City intends to award CONTRACTOR a Consulting Service Agreement, hereinafter referred to as “AGREEMENT,” for such efforts.

1.1 GENERAL INFORMATION

The City of Oxnard (City), incorporated as a general law city in 1903, is located about sixty miles west of the City of Los Angeles and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. The land generally slopes in a southwesterly direction toward the ocean at an average rate of about 10 to 20 feet per mile, or less than one-half of one percent. This flat topography has a major bearing on surface improvements and the corresponding drainage impacts and the associated costs for flood protection. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City has a population of slightly more than 207,000 residents, and its corporate limits cover an area of about 32 square miles.

The City established its Water Division with the purchase of the local water system from Ventura County Power Company in 1912. The Oxnard Municipal Water Department (now known as the Water Division) building on Hayes Street was built in 1915 on the site of two original artesian wells and a 150,000 gallon elevated steel storage tank. Today, the Water Division serves the City’s population through approximately 34,000 domestic water service connections within the City.

The City is also a purveyor of potable water to Oxnard area residents. The City’s water supply comes from local groundwater pumped by the City and purchased from United Water Conservation District (United). To produce a water quality that is palatable for the City users, the groundwater is blended with imported water from Northern California (the State Water Project) purchased through Calleguas Municipal Water District (CMWD).

The City’s current potable water supply portfolio is as follows:

- Local groundwater pumped from City wells (25 to 30 percent of total demand)
- Local groundwater purchased from United (25 to 30 percent of total demand)
- Imported water purchased from CMWD (40 to 50 percent of total demand)

The available groundwater supply is controlled by Fox Canyon Groundwater Management Agency (GMA). The GMA manages the groundwater basin by controlling groundwater pumping allocations in an effort to protect the basin and reduce groundwater pumping to a “safe yield.” Therefore, the amount of groundwater that can be pumped by the City and United is limited. Like groundwater, imported water supplies from Northern California are also limited.

The imported water comes from the Sacramento-San Joaquin Delta, and environmental groups and other shareholders have been active in protecting the Bay-Delta ecosystem. As a result, a long-term solution developed to protect the Bay includes a reduction of water exports. Further, the reliability of imported water is uncertain due to potential earthquakes, vulnerability of the State Water Project's aging infrastructure, and lack of redundancy in the State and local (Calleguas) infrastructure.

Water Supply Assets

The City's water supply assets include:

- 10 City-owned wells for pumping groundwater
- Six blending stations, located throughout the City service area, used to mix groundwater (high in total dissolved solids or salts) with imported water (low salts) and/or desalted groundwater to enhance potable water quality
- A brackish water desalter (Desalter) used to improve groundwater quality by removing salts
- An Advanced Water Purification Facility (AWPF) designed to produce advanced treated recycled water by using secondary effluent from the Oxnard Wastewater Treatment Plant (OWTP)
- A water supply distribution network including piping and appurtenances
- Two recycled water distribution pipelines, the recycled water backbone pipeline, mainly located in Ventura Road (North-South) and the Hueneme Road pipeline

(East-West)



The City Desalter and AWPF were built as part of City's Groundwater Recovery Enhancement and Treatment (GREAT) Program. Both facilities were designed for future expansion, which includes space for additional equipment and infrastructure (piping, etc.) designed to accommodate higher future flows. Presently, the Desalter can produce 7.5 million gallons per day (mgd) of high quality, low-salt groundwater. The building has space and infrastructure to add equipment to bring the Desalter production capacity up to 15 mgd.

Like the Desalter, the AWPF has space and infrastructure to add equipment. At present, the AWPF can produce 6.25 mgd of fully advanced treated recycled water and, with future expansion, the AWPF could ultimately produce 25 mgd.

However, since the source water to the AWPf is secondary effluent from the OWTP, expansion of the AWPf is also dependent upon how much wastewater is available (under steady flow conditions) from the OWTP. Based on current flow conditions from the OWTP, the AWPf could only be expanded to 9.375 mgd.



Plans to extend the recycled water pipeline system along Hueneme Road from the current Olds Road termination to Wood Road are currently being developed by the City. Also, the City is completing a demonstration aquifer storage and recovery (ASR) well at Campus Park for potential indirect potable reuse (IPR).



GREAT Program Background and History

An understanding of the City's GREAT Program and its history is crucial when evaluating the current water supply portfolio, assets and program elements.

In the 1980's the City was planning to reclaim its wastewater and the fate of its water resources. This laid the groundwork for the GREAT Program, which the City has been implementing for almost two decades. The GREAT Program, initiated in the late 1990's and early 2000s, was intended as a water resources plan that combined wastewater recycling and reuse, groundwater injection, storage and recovery, and groundwater desalination. Further, the GREAT Program was to provide regional water supply solutions to water users in the Oxnard Plain.

The GREAT program was instituted in response to increasing demand for potable water due to rapid growth within and around the City, as well as the need to manage water resources in the Oxnard Plain. Groundwater recharge on the Oxnard Plain had not kept up with the rate of withdrawal, resulting in a water imbalance condition.

Also, evidence of seawater intrusion into the Oxnard Plain groundwater aquifer had been identified. Further, the City understood that the reliability of imported water supplies was uncertain and that the cost of imported water was expected to rise.

The cornerstone of the GREAT Program was the recycled water. By providing recycled water for groundwater injection and agricultural irrigation, the City was to amass groundwater allocations in the Oxnard Basin. The City expected to recover these groundwater allocations through increased pumping using existing or new production wells. To this end, these groundwater pumping allocations were to be used to make up the City's water supply deficit.

The GREAT program was conceptualized to protect and address the severe water imbalance condition in the Oxnard Basin because the City would obtain its groundwater from the Upper Aquifer System (UAS), which was readily recharged through the Oxnard Forebay. By using recycled water in lieu of groundwater for agriculture, less groundwater would be drawn from the Lower Aquifer System (LAS) in the southern Oxnard Plain, which is not readily recharged.

The following is a brief summary of the GREAT program elements and the intended purposes:

- The City needed water supply to keep up with the forecasted growth and could not rely on imported water to make up the pending deficit.
- The City would build a groundwater Desalter because more groundwater was needed to offset the supply deficit. Since the groundwater quality was not palatable and the imported water for blending was to be limited, adding groundwater desalting would improve the potable water quality.
- The City and United allocations were limited by the GMA so, in order to pump more groundwater, the City needed more pumping allocations from GMA.
- The City built the AWPf in recognition of the fact that the City's wastewater was a resource. Advanced treatment of the wastewater would produce a water supply which could be sold to agricultural users on the Oxnard Plain in exchange for needed groundwater pumping allocations.
- The recycled water would also be used for landscape irrigation or industrial process water to reduce the in-City water demand.
- The City would use the advanced treated recycled water to create a seawater intrusion barrier, which would allow the AWPf to continuously operate when agricultural and irrigation demands subsided (i.e., winter or rainy periods).
- The seawater intrusion barrier would include multiple ASR wells. The ASR wells would be used to inject and store recycled water in the aquifer, and the City would receive a one-to-one exchange for pumping allocations.

The City completed construction on the GREAT Program Groundwater Desalter (Phase 1) in 2008 and the AWPf (Phase 1) in 2012.

Current Situation

Since the inception of the GREAT program, the main program drivers have changed. Most notably, the City's need for a more reliable and sustainable water resource has been driven by the vulnerability and rising cost of imported water as well as the scarcity of water resources in general, rather than the increased City demand for potable water. Past pressure for a more potable water supply was abated primarily because the rate of development and population growth within and around the City slowed as a result of the 2008-2009 housing and financial crisis. Also, more efficient water use has been observed due to the recent severe drought in California, which exposed the scarcity of water and the vulnerability of the State's imported water supplies and triggered a statewide reduction in urban potable water usage.

The drought prompted the Governor of California to sign Executive Order No. B-29-15 in January 2014, declaring a drought state of emergency. The Order directed the State Water Resources Control Board (Water Board) to impose restrictions to achieve a statewide 25 percent reduction in potable urban water usage through February 28, 2016. These restrictions required water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. In 2016, subsequent Executive Order No. B-37-16 focused on "making water conservation a way of life." This Order noted that our changing climate requires California to continue to "adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply" and that "increasing long-term water conservation among Californians, improving water use efficiency within the State's communities and agricultural productions, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change." Although rainfall in the winter of 2016-2017 replenished much of the State's reservoirs, Ventura County and the groundwater basins underlying the City have not recovered.

The Water Board and the Division of Drinking Water (DDW) also recognized the need for more sustainable water supplies and in June of 2014 revised regulations related to recycled water to permit IPR. This regulatory change has a significant impact on the GREAT Program objective. Rather than relying on the exchange of pumping allocations with recycled water users to offset supply deficit, IPR could allow the City to use fully advanced treated recycled water to offset its future supply deficit.

Since 2014, the City has consistently used the Desalter to improve the quality of pumped groundwater and, since 2016, the City's AWPf has been producing recycled water for irrigation use within the City and for agricultural irrigation. In July of 2015 and again in 2017, the Los Angeles Regional Water Quality Control Board (RWQCB) amended the City's Waste Discharge Requirements/Water Recycling Requirements (WDR/WRR) to allow the City to temporarily deliver its advanced treated recycled water to growers on the Oxnard Plain using CMWD's Regional Salinity Management Pipeline (SMP). Growers are observing the benefits of the high quality AWPf water and, in some cases, implementing new farming techniques (such as hydroponic farming) in which the high quality water from the City's AWPf is desirable. The recycled water revenue is more than capable to fund daily recycled water operations and maintenance. In addition, the City also accumulates one-for-one groundwater allocations from recycled water sales.

1.2 PROJECT DESCRIPTION

Over time, the infrastructure used to deliver imported water to Southern California is aging and activities related to water use are creating increased imported water vulnerability. For example, excessive pumping of groundwater in the Central Valley has caused ground subsidence thereby weakening the levees in the Delta. Thus, water deliveries to Southern California could be seriously disrupted in the event of an earthquake or failure of delta levees due to erosion, seepage and/or land subsidence (see California Department of Water Resources, *The State Water Project Delivery Reliability Report 2007*, Draft). Likewise, CMWD provides the imported water to the City, and CMWD's main transmission pipeline to the City is vulnerable and without redundancy. The need to maintain the State Water Project facilities and Calleguas facilities has driven up the cost for imported water, and it is projected to continue to rise over the next 30 years by approximately 5.5 percent per year.

In an effort to manage the Oxnard Basin to a "safe yield," groundwater pumping allocations, assigned by the GMA, have been consistently decreasing. The GMA established temporary extraction allocations (TEAs) for the Basin in 2014 using historical pumping from 2003 to 2012 as the base period. By 2016, the TEAs were reduced by 20 percent and a penalty was established for pumping over the TEA allocation. Consequently, the City's groundwater supply source--both pumping by the City and by United--is capped for the foreseeable future at approximately 14,686 acre feet per year (AFY) without penalty. Additionally, it is conceivable that a further reduction of the TEA will occur.

Increased use of imported water to make up the deficit would be very costly to City ratepayers. In addition, the Fox Canyon GMA is proposing further groundwater cutbacks. Using additional groundwater to make up the deficit does not seem prudent. The AWPf provides a new water source to the City's portfolio as well as the local groundwater basin. The use of this water for IPR, however, is predicated on RWQCB and DDW approval of the demonstration ASR well project and capital outlay for future construction projects (ASR wells and piping). The City also submitted six conceptual projects to the Fox Canyon GMA for consideration as new water source projects. The conceptual projects will be evaluated as part of the regional solutions to Ventura County groundwater sustainability program.

Some local agencies such as United, Pleasant Valley County Water District (PVCWD), the City of Ventura, and the local agricultural community are interested in developing partnerships with the City regarding the recycled water program.

Therefore, the City is now seeking a qualified consultant to consider the various options from a strategic perspective and prepare a comprehensive recommended business plan for the City's recycled water program. The business plan is intended to address the City's long term (30-year) water goals and determine the most beneficial and cost effective means for the City to manage and sell recycled water. To this end, the planning document will evaluate scenarios to address the use of recycled water to supplement potable water supply. The chosen scenarios must ensure that the City's ratepayers receive a return on their investment in the recycled water program. Further, chosen scenarios must enhance the reliability, redundancy, quality and flexibility of the City's current water supply system.

The City's comprehensive recommended business plan must take into consideration multiple scenarios using a phased approach over time to optimize this new water supply as part of the City's future water supply portfolio. Because time and money are needed to advance water projects, the City will need to look at initiation and completion of water projects over time. Consequently, the consultant must develop scenarios considering a phased approach: the near-term phase will represent an initial one- to three-year period; the mid-term phases will represent the next three to five years and the subsequent six to 10 years; and finally, the long-term phases will represent the 10 to 20 years and 20 to 30 years.

Each scenario will be evaluated considering revenue, capital and operation and maintenance (O&M) costs as well as benefits and risks to the City. The evaluation will include identification of scenarios that include water supply redundancy, reliability, enhanced water quality, and City's 2030 General Plan requirements. Since the AWPf provides a new source of water to the local groundwater basin, the comprehensive recommended business plan will also address the value of this resource in contributing to and maintaining a sustainable water balance within the groundwater basin. The business plan evaluation will consider the economic impact of each recycled water scenario related to the return on investment (ROI) for City ratepayers.

1.3 CONTRACTORS QUALIFICATIONS AND RESPONSIBILITIES

Scope of Work

The City is soliciting professional services for the Public Works Department in the development of a comprehensive recommended water business plan.

Task 1 – Project Management of this Agreement

Provide all professional and support services required to manage, control, track, and report on the progress of work and expenditures provided under this scope of work including, but not limited to, the following:

1. Coordination and management of all consultant's subconsultants.
2. Quality assurance / quality control measures.
3. Project coordination meetings.

Task 2 – Scenario Development

Develop a business plan to address the City's short- and long-term water goals and determine the most beneficial and cost effective means to manage and sell the City's recycled water supply. Evaluate scenarios to address the use of recycled water to supplement potable water supply.

Task 3 – Education and Outreach Services

Provide public outreach services related to the comprehensive recommended business plan, including, but not limited to, holding public workshops in collaboration with City staff.

Reach out to CMWD, United, the Fox Canyon GMA, neighboring cities, the County of Ventura, the agricultural community and other interested parties to solicit reasonable recycled water proposals for consideration.

Task 4 – Develop a Comprehensive Business Plan

Develop a comprehensive recommended recycled water business plan including, but not limited to, the following:

1. Review existing planning and engineering reports.
2. Evaluate current and future situations including: updated Urban Water Management Plan, Fox Canyon GMA policy, water and recycled water regulatory changes, impacts of the drought and climate change, and cost of imported water.
3. Incorporate all reasonable scenarios, including a cost-benefit analysis of each option.
4. Update the recycled water program cost projections.
5. Develop a comprehensive recycled water business plan, including recommendations for short-, mid- and long-term objectives.

Tab A – Proposal Checklist

Instructions:

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered A through G as shown.
- d) Label each item presented and include additional items on your Table of Contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Bidders that do not follow the bid instructions found in the Terms and Conditions document may be found to be “non-responsive” and disqualified from the bid process.

Name of Company:

Service to provide:

Main Point of Contact:

E-mail:

Phone:

Tab A Proposal Submission Checklist

General Bidder Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

	Page Number
☐ Tab A: Proposal Checklist (<i>this page</i>)	_____
☐ Tab B: Company Profile/ Experience	_____
☐ Tab C: Acknowledgements.....	_____
☐ Tab D: Scope of Services.....	_____
☐ Tab E: References	_____
☐ Tab F: Bidder Attachment.....	_____

CERTIFICATIONS

I, _____, a duly authorized agent of

Printed Name of Agent/Officer

Name of Organization

hereby certify that _____ by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____

Date: _____

Title of Agent/Officer: _____

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Tab B - Company Profile/Experience

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE:

2. Company overview of services or activities performed, including:

- a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. **BIDDER'S RESPONSE:**

b. **BIDDER'S RESPONSE:**

c. **BIDDER'S RESPONSE:**

d. **BIDDER'S RESPONSE:**

3. Please indicate whether the Bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none, please state N/A. Governmental agencies are exempt from this requirement.

BIDDER'S RESPONSE:

4. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

BIDDER'S RESPONSE:

5. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE:

6. List the members of your organization who are authorized to negotiate Proposals/Contracts.

BIDDER'S RESPONSE:

7. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFP:

- a. Position Title
- b. Responsibilities
- c. Qualifications/Experiences
- d. Education
- e. Certifications/licenses, if applicable
- f. List other pertinent information that will assist in evaluating Bidder's qualifications.

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Tab C – Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the RFP Bidder Terms and Conditions document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- a. Termination
- b. Indemnification
- c. Limitation of Liability
- d. Insurance
- e. Conflict of Interest
- f. Governing Law
- g. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

BIDDER'S RESPONSE:

2. Evidence of Insurability/Business Licenses

All Bidder(s) shall submit evidence of all required insurance. If awarded the contract the Bidder has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

3. Transition (If applicable)

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent Contractor(s); and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab D - Scope of Services

This RFP has a space provided under each question the City has of the Bidder. This RFP is available for electronic download at www.publicpurchase.com.

Bidders must address all points in this section. All questions are in italicized font in the box.

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

BIDDER'S RESPONSE:

2. Provide a summary of project approach in the development of the water business plan

BIDDER'S RESPONSE:

Tab E - References

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

Tab F - Bidder Attachment

Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the RFP, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding “Attachment Number” into the Bidder’s Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

BIDDER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

BIDDER’S RESPONSE: Located in “Attachment 2”

Tab G - Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the RFP, bidders shall paste in Tab I. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Bidder’s Response box with the words “See Tab G.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	_____	_____
Attachment 2	_____	_____
Attachment 3	_____	_____
Attachment 4	_____	_____
Attachment 5	_____	_____
Attachment 6	_____	_____
Attachment 7	_____	_____
Attachment 8	_____	_____

Securing Our Water Future

Water Resources Management Plan (Business Plan)

&

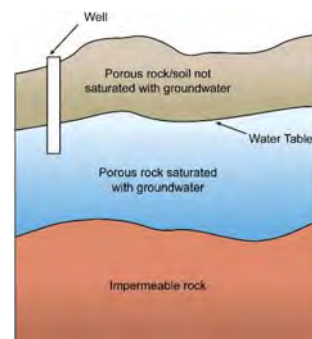
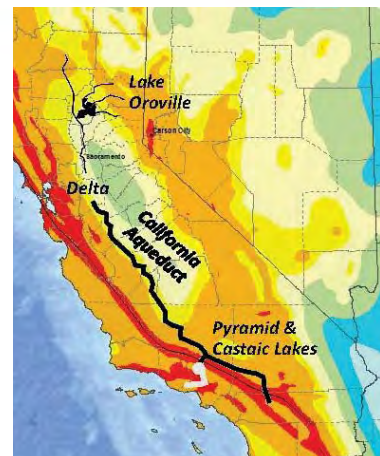
Financial Plan and Rate Study



Oxnard's Drinking Water Supply

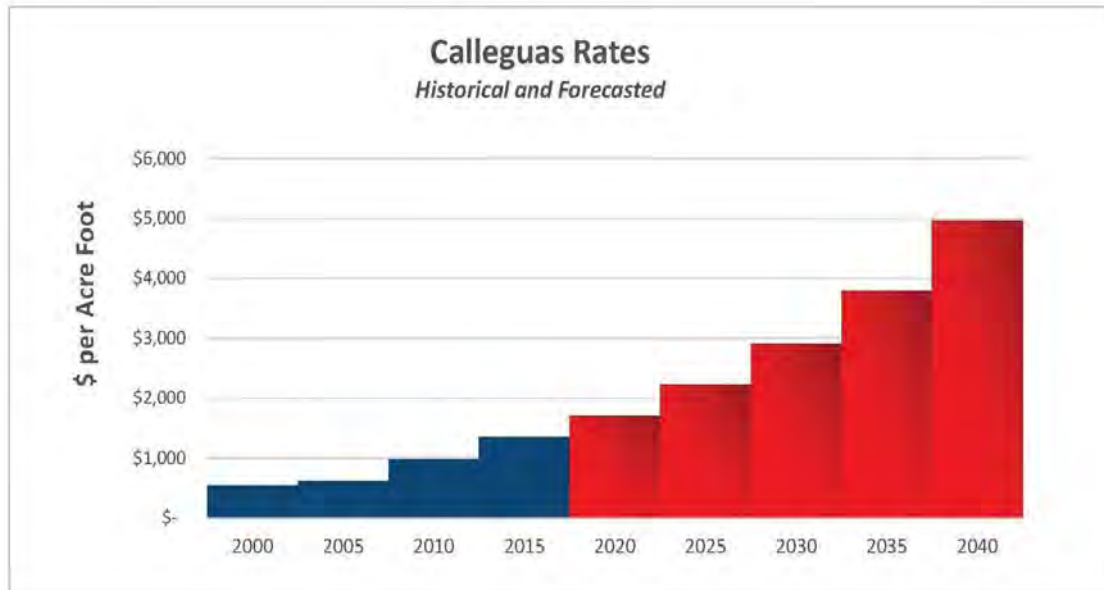
Diverse Water Portfolio

- **Imported Water**
 - (40-50%) delivered by Calleguas Municipal Water District, via Metropolitan Water District of Southern California
- **Local Groundwater**
 - (25-30%) delivered by United Water Conservation District
 - (25-30%) pumped and treated from City-owned wells



Imported Water Challenges

- 5.5% annual cost increases projected
- Delivery vulnerability

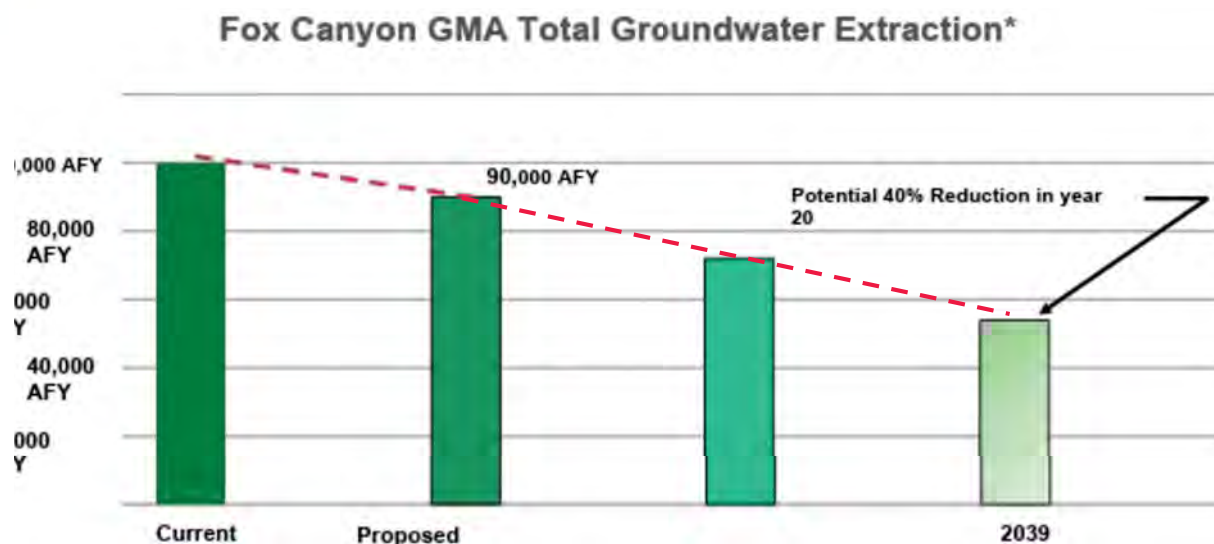


Source: Calleguas Municipal Water District - Rates 2000-2018, projected to increase 5.5% per year to 2040

3

Local Groundwater Challenges

- Local groundwater basin is in critical overdraft condition
- Sustainable Groundwater Management Act (SGMA)



*impacts United and City groundwater pumping allocations

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Potential Expanded Water Supply Source

- Advanced Treated Recycled Water is purified water from Oxnard Wastewater Treatment Plant
 - Recycles water that would be lost to ocean
 - Currently used for landscape, agriculture and industry
- New regulations allow for recycled water groundwater injection and potable reuse
- AWPf designed to expand to ultimate production of 25 MGD
 - Expansion requires more equipment and more water flow



Advanced Water Purification Facility (AWPF)

Current production capacity:
6.25 million gallons per day
(MGD)
(~7,000 acre-feet per year)

5

Crossroads Today

- Water sources are complex and shared
- Aging infrastructure must be maintained or replaced
- Climate change impacts are uncertain
- Water affordability is a key concern
- Customers care about quality and service
- Regional economic vitality depends on water security
- Our recycled water system is a valuable regional asset



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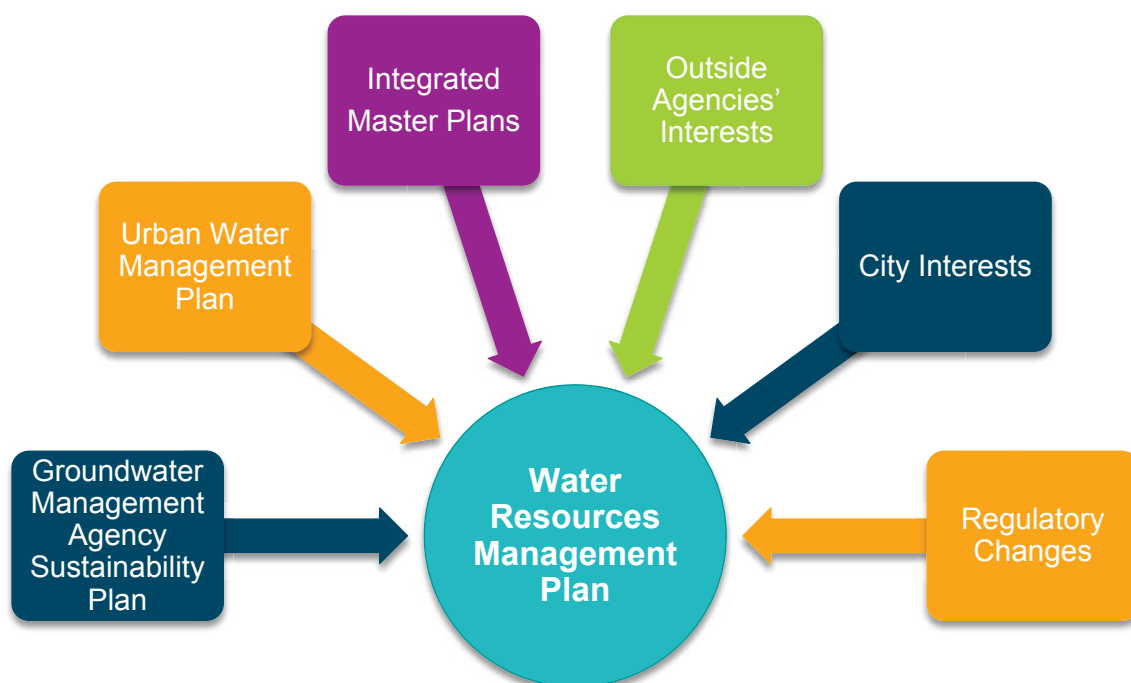
Plan Goals

Water Resources Management Plan and Rate Study will address the following aspects:

1. Best investments to secure our water future
2. Actions to meet future regulatory and climate change challenges
3. Necessary steps to provide a reliable and high-quality water for generations to come
4. Balance long-term project priorities with water rates today
5. Create a dialogue with our customers so they can tell us what's most important to them

7

Water Resources Management Plan Components



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Water Resources Management Plan Implementation



9

Water Resources Management Planning Steps

Step 1:

Solicit input on goals and objectives through surveys and interviews



Step 2:

Assess The City of Oxnard's Water Division assets and financial health



Step 3:

Identify and screen alternatives

Step 4:

Engage partners as our water resources are regionally linked



11
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Water Resources Management Planning Steps

Step 5:

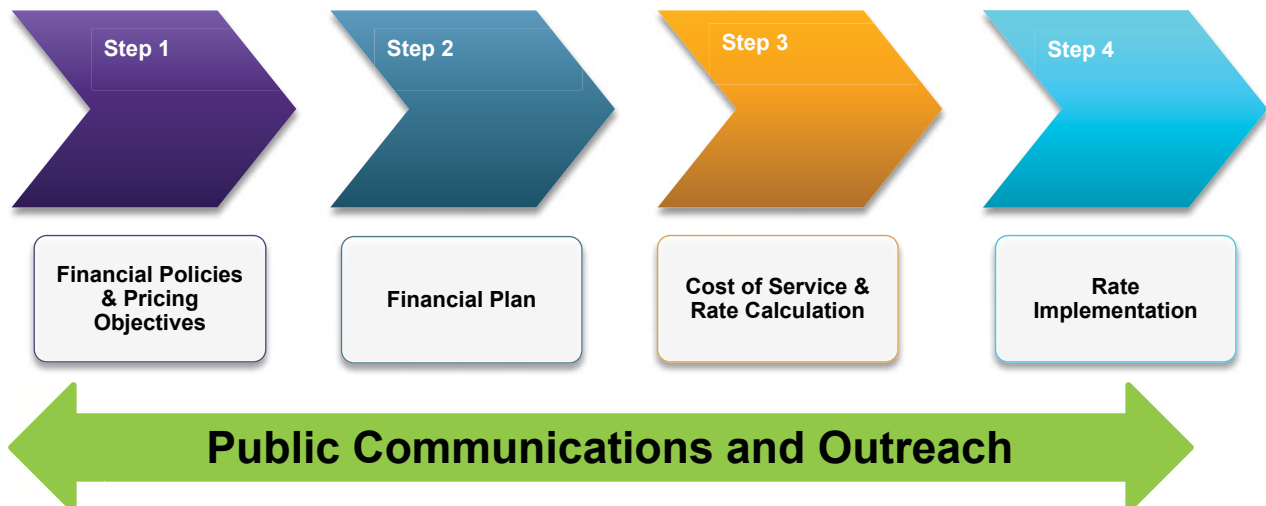
Establish optimal alternatives based on cost, reliability, implementation complexity, regulatory constraints and regional and customer benefits

- Develop an Oxnard Water Financial Model
- Assess qualitative benefits of each option
- Develop preliminary costs for each option
- Conduct a cost-benefit analysis
- Determine best short-term, mid-term and long-term options



11

Financial Plan and Water Rate Study Implementation



Community Outreach Plan



Public Outreach Plan

- Community outreach
- Materials that explain the water system and rates
- Connect to diverse communities



Utility Ratepayer Advisory Panel

- Community members
- Up to 10 meetings
- Input used to develop rates and rate structure alternatives
- Provide recommendation



Proposition 218

- Highly informative notice sent to every address
- Public hearing that informs and provides feedback opportunity

13

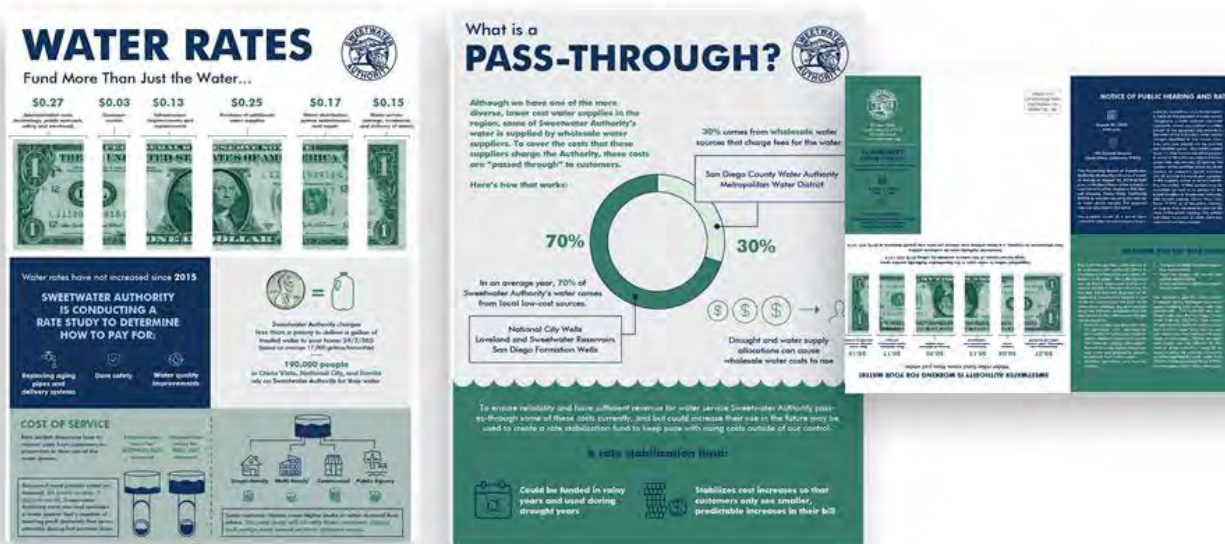
Utility Rates Advisory Panel Engagement

Meeting Agenda

- | | |
|------|--|
| 1 | Mission Statement and Charter,
Potable and recycled system overview,
Overview of rate structures,
City's rate history |
| 2 | Water and Recycled Water Facilities Tour |
| 3 | Rate Setting, Discuss Reserve Policies,
Pricing Objectives and Rate Structure Options |
| 4 | Review System Financial Health, Potential Revenue Adjustments
Rate Structure Options |
| 5 | Select Preferred Rate Structure
Review Customer Bill Impacts |
| 6 | Finalize URAP Recommendations/Input |
| 7-10 | Additional Meetings as Necessary |

Images Speak Louder than Words

Infographic materials examples used in rate studies



16

Use Plain Language to Build Customer Understanding

“Pumps need variable frequency drives to match the water needs and create electrical cost efficiencies.”

OR

“We’re saving money by installing pumps that use less energy.”

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Consultant Team

Water Resources Management Plan (Business Plan): Gannett Fleming, MV Engineering, Raftelis

Task	Fee
Task 0 Project Management & QA/QC	\$40,446
Task 1 Project Initiation, Data Collection & Goal Setting	\$73,892
Task 2 Baseline Development	\$63,866
Task 3 Financial Plan Model Development	\$23,689
Task 4 Scenario Development & Alternative Screening	\$141,891
Task 5 Stakeholder Refinement	\$102,230
Task 6 Business Plan Report	\$73,129
Total	\$519,143

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Consultant Team

Water Financial Plan and Rate Study: Raftelis

Task	Fee
Task 1 Kickoff Meeting, QA/QC, Data Collection	\$10,397
Task 2 Review Existing Documents	\$3,248
Task 3 Education and Outreach Services	\$84,950
Task 4 Financial Plan	\$10,218
Task 5 Cost of Service	\$8,730
Task 6 Rate Design and Customer Billing	\$13,898
Task 7 Rate Comparison	\$2,696
Task 8 Reports	\$14,674
Task 9 City Council Presentations	\$7,130
Task 10 Proposition 218 Public Hearing	\$4,501
Total	\$160,442

648

Project Schedule

Water Resources Management Plan (Business Plan) & Rate Study Schedule																								
Description	2019												2020											
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Strategic Planning (Business Plan)																								
Public Outreach																								
Water Rate Study																								
City Council Presentation #1																								
City Council Presentation #2																								
Proposition 218 Public Noticing Period (45 days)																								
New Water Rates																								
★ Business Plan Alternative Final Selection																								

19

Recommendations

That the Public Works and Transportation Committee recommend that City Council approve the City's latest Water Resources Management Plan (Plan), comprising the Water Business Plan and Utilities Rate Study, and award and authorize the Mayor to execute the following in support of the Plan:

- Professional Services Agreement (PSA) A-8119 with Gannett Fleming, Inc. for consultation on the development of the City's future Water Business Plan at a cost not to exceed \$519,143; and
- Professional Services Agreement (PSA) 8562-19-PW with Raftelis Financial Consultants, Inc., for consultation on the next City Utility Rate Study, at a cost not to exceed \$160,442.

Questions





**PUBLIC WORKS AND
TRANSPORTATION
COMMITTEE**

AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: April 9, 2019

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement No. 8562-19-PW with Raftelis Financial Consulting, Inc. for Water Rate Study Consulting Services. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the City Manager to execute Agreement Number 8562-19-PW with Raftelis Financial Consulting, Inc. for a sixteen (16) month agreement for Professional Services for Water Rate Study at a cost not to exceed \$160,442.

BACKGROUND

The City of Oxnard operates a water utility to serve its residential, commercial, industrial, institutional and agricultural customers. As the largest city in Ventura County, the City delivers drinking water to more than 40,000 customer accounts; 88 percent are single and multi-family residential accounts.

The funds generated by water utility rates are used to provide reliable and safe drinking water for City residents and businesses. The City's primary financial goal for its utility enterprises is to ensure that revenues from rates and fees are adequate to fund daily operations and maintenance, capital improvements, debt service payments and appropriate reserve levels. Additionally, to maintain water supply and system reliability, the City must comply with strict environmental regulations and State water sustainability and conservation mandates, which have impacted the cost of and availability of water supplies.

Water rate adjustments and increases were last approved in July 2017, and went into effect on September 1, 2017.

DISCUSSION:

The rising cost of imported water, tightening local groundwater supplies, increasing regulations, and expanded options for Oxnard's recycled water program are the main factors driving the need

for a comprehensive financial review and plan to sustain the water utility into the future. Therefore, on October 18, 2018, the Water Division issued a request for proposal (RFP) to consulting firms that specialize in water rate study development. On November 14, 2018, four (4) consulting firms, including NBS Government Financial Group (NBS), Robert D. Niehaus, Inc. (RDN), Raftelis Financial Consultants, Inc. (Raftelis) and Carollo Engineers, Inc. (Carollo) submitted proposals.

From December 19, 2018, to January 14, 2019, City staff conducted interviews with these firms. The selection criteria for the interview included: 1) experience, 2) past performance, 3) staffing resources, 4) project approach, and 5) understanding of the local water market area. City staff determined Raftelis is the most qualified firm to conduct the water rate study.

City staff and Raftelis subsequently met to refine the scope of services and schedule and to negotiate the fees for services. The scope of services are summarized as follows:

Task 1: Kick-Off Meeting, Quality Assurance/Quality Control and Data Collection

Consultant will conduct a kick-off meeting with the following goals:

- Introducing the Project Team and getting to know the City staff.
- Establishing goals and objectives.
- Finalizing the work plan and schedule.
- Discussing pricing objectives, including equity, affordability and revenue stability.
- Discussing the data request and any additional data requirements.
- Discussing the City's goals for customer education and outreach.

Task 2: Review of Existing Documents

Prior to the kick-off meeting, the Consultant will prepare a detailed data request. If possible, Raftelis will review the initial data beforehand and prepare questions for efficiency. Consultant will review the following documents at a minimum:

- 2030 City's General Plan
- 2017 Public Works Integrated Master Plan
- 2015 Urban Water Management Plan
- 2019 Water Business Plan (in progress)
- City's 5-year Capital Improvement Plan
- Fox Canyon Groundwater Management Agency Groundwater Sustainability Plans
- Water and Recycled Water Hydraulic Models

Task 3: Education and Outreach Services

A strategic communication plan and proactive public outreach are key components in obtaining public understanding and City Council approval of the rate study recommendations. Stakeholder engagement and strategic communication planning increase community acceptance of rate changes, enhance credibility with stakeholders and policymakers, and build awareness of the value of the service and the need for utility investments on behalf of the community.

Task 3.1: Develop Strategic Communications Plan

Consultant will develop a strategic communications and outreach plan to address community input. Consultant will develop strategies to successfully communicate and adopt of the proposed

rates. Consultant will clearly explain how rate changes will impact customers. The strategic communications and outreach plan includes the following components:

- Situation analysis that includes available customer data and any issues that may impact customer rate change acceptance.
- Stakeholder identification and public participation mapping to ensure communities are connected to the communication process; identify special population communication needs (e.g. translation services).
- Communication channel identification using the City's website, public workshops, social media platforms, printed and electronic material, bills, direct mail and staffing resources available.
- Messaging platform to explain why rates are changing, how the changes will be implemented and potential impacts to customers. Given the shift in messaging from increasing demand to the scarcity of water resources and the vulnerability and rising cost of imported water, development of evidentiary messaging and an explanation of how a potential rate increase contributes to avoided costs may be appropriate.
- Internal communication strategies to ensure City staff are aware of the rate study and can answer questions, talking points and frequently asked questions (FAQ) for customer service staff who will be working with customers directly.
- Community outreach tactics for the City Council, community, business community, neighbourhood associations and highly impacted customer groups.
- Media relations and social media plan to determine how best to leverage the City's media relationships and social media platforms.
- Written communication development for use in such materials as FAQ's, infographics, website updates, bill inserts, etc.

Task 3.2: Conduct public or Utility Ratepayers Advisory Panel (URAP) workshops

Public workshops or the Utility Ratepayers Advisory Panel (URAP) are important in involving and communicating with the Oxnard community. Consultant will conduct public outreach early in the rate development process to help identify community needs, concerns, issues and opportunities in the early stages of the rate study.

Task 3.3: Prepare Proposition 218 Notice

Consultant will prepare the public hearing notice as required Proposition 218. Consultant will prepare a draft notice for review and incorporate comments into the final notice. The City will mail the notice to all customers of record.

Task 4: Financial Plan

Consultant will utilize the rate model developed for the Water Business Plan. Consultant will project expenses and revenue requirements over a 10-year planning horizon. Consultant will project revenue requirements based on the current water and recycled water budgets, and the results of the Water Business Plan. Consultant will review reserves for operating, capital, rate stabilization and emergency purposes. The rate model will include a dashboard with the following features:

- Flexibility to change assumptions such as water sales, capital improvements project (CIP) levels and revenue adjustments.

- Error flagging of results, such as: failure to meet debt coverage, unmet reserve targets, etc.
- Sensitivity analyses that can be viewed instantaneously.

Task 5: Cost of Service Analysis

The cost of service analysis determines the total cost to serve customers. It will follow industry standards provided in the American Water Works Association (AWWA) *Manual M1: Principles of Water Rates, Fees and Charges, 7th Edition* (Manual M1). Consultant will first review historical consumption to assess use patterns by customer class and tier. Next, Consultant will functionalize costs into water service functions such as supply, treatment, and customer service. Consultant will then allocate the functionalized cost to cost components such as water supply, base demand, and extra-capacity and determine the unit cost for each component. Finally, Consultant will distribute costs to the customer classes using the unit costs to establish the cost responsibility of each class.

Recycled water rates will be developed according to the *M1 Manual* and the Water Environment Federation's *Manual of Practice No. 27*, which is the handbook for wastewater and recycled water rate setting. For the recycled water rate study, the unit costs of recycled water will be identified during the Water Business Plan. Recycled water costs will be identified by reviewing the water, wastewater and recycled water budgets line by line and allocating costs to water, recycled water or wastewater. Consultant will review this cost allocation and adjust if necessary.

Task 6: Water and Recycled Water Rate Design and Customer Bill Impacts

The rate model will include a summary of customer bill impacts of the proposed rate structure. Consultant will graphically illustrate customer bill impacts at different usage levels and meter sizes. This tool has proven particularly useful for public outreach and during the Proposition 218 process. Consultant will also illustrate class-wide impacts based on consumption through a dollar impact distribution graph.

Task 7: Rate Comparison

Consultant will research and compare proposed rates with five nearby agencies and prepare a graph showing the typical water bills for each agency.

Task 8: Draft and Final Reports

Consultant will prepare draft and final Rate Study Reports with an executive summary and sections on the revenue requirement, cost of service, and recommendations. Consultant will include supporting data and calculations addressing Proposition 218 requirements. Consultant will incorporate staff comments into the final version.

Task 9: City Council Presentations

Consultant will present the Water Rate Study findings to the City Council and public.

Task 10: Proposition 218 Public Hearing

Once the public hearing notices have been sent to ratepayers, a public hearing to adopt or reject the rates will be scheduled as early as 45 days after mailing. Consultant will make a presentation

at the public hearing to show the need for revenue adjustments, the rate derivation and customer bill impacts.

The water rate study scope of services fee is \$160,442. The water rate study will be conducted concurrently with the water business plan project.

STRATEGIC PRIORITIES

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

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

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

The Agreement in the amount of \$160,442 will be funded by the Water Division Fund (601) Account 601-6010-842.82-09. The estimated unassigned FY18-19 fund balance of the Water Division Fund (601) is \$26 million.

Prepared by Burris DeBenning, Management Analyst II.

ATTACHMENTS

Attachment A - Raftelis Agreement 8562-19-PW
Attachment B - RFP - PW 19-12 - Water Rate Study

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: May 8, 2019
- (2) Consultant: Raftelis Financial Consultants, Inc.
- (3) Services: Water Rate Study Consulting Services
- (4) Schedule of Services:
- See Schedule of Services Exhibit, which is attached hereto and incorporated herein.
- (5) Agreement Ending Date: December 31, 2020
- (6) Total Agreement Amount: \$160,442
- (7) City's Project Manager: Omar Castro
- (8) Consultant's Project Manager: Steve Gagnon
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:
- | | |
|--|--|
| <i>FOR CONSULTANT:</i>

Union Bank Plaza, 445 S. Figueroa St., #2270
Los Angeles, CA 90071
Attn: Steve Gagnon, Project Manager | <i>FOR CITY:</i>

251 S. Hayes Avenue
Oxnard, CA 93030
Attn: Omar Castro, Water Division Manager |
|--|--|
- (11) Contact Emails:
- | | |
|--|--|
| <i>CONSULTANT'S PROJECT
MANAGER:</i>

sgagnon@raftelis.com | <i>CITY'S PROJECT MANAGER:</i>

omar.castro@oxnard.org |
|--|--|

The Agreement for Professional 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
- ☒ Insurance Exhibit (INS-B)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. 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.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant 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.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontractors. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant 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 Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant 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.

10. 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 and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant'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 Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant'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 Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. 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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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.

13. Advertising and Publicity. Consultant 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.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant 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. Consultant 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant 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.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the negligent performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel selected by the Consultant with consultation from the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant 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 City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's 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 Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. 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 Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 18.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of 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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant 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. Consultant 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. Consultant 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, Consultant, 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 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or 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 Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (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 Consultant 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, Consultant 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.

e. Consultant 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 Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. 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 Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant 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. Consultant 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. Consultant agrees to pay all required taxes on amounts paid to Consultant 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. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant'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 Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant 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, Consultant 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 Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant "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 Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant'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. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

28. 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.

29. 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.

30. Force Majeure. Neither City nor Consultant 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.

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

32. 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.

33. 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.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.

35. 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.

36. 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 Consultant 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 Consultant, 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.

37. 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.

38. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. 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 Project Managers' emails listed in "(11) 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.

40. 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.

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

RAFTELIS FINANCIAL CONSULTANTS, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☐ Lisa Boerner, Purchasing Manager _____
☐ Buyer _____

Peiffer Brandt, President/CEO _____ Date _____

Matthew Jackson, _____ Date _____
 Corporate Secretary

ATTEST:

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

APPROVED AS TO FORM:

 _____ Date 3/29/19
 Stephen M. Fischer, City
 Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

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.

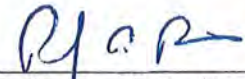
If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

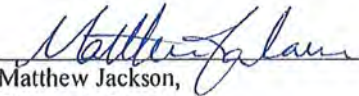
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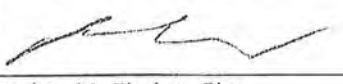
 _____ 3/22/19
 Peiffer Brandt, President/CEO Date

 _____ 3-22-19
 Matthew Jackson, Date
 Corporate Secretary

ATTEST:

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

APPROVED AS TO FORM:

 _____ 3/20/19
 Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

The City requires the following for any contract:

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- 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

Consultant shall develop water rates according to the *Manual M1: Principles of Water Rates, Fees and Charges, 6th Edition* (Manual M1) published by the American Water Works Association (AWWA), which is the textbook used by rate-setting practitioners, to assure that the costs of water service are recovered from customer classes in proportion to the cost of serving those customers. Recycled water rates shall be developed according to the *M1 Manual* and the Water Environment Federation's *Manual of Practice No. 27*, which is the handbook for wastewater and recycled water rate setting. Consultant shall use five major steps, described in the following section, to develop utility rates that comply with Proposition 218 industry standards and City goals and objectives.

Step 1 – Due Diligence and Policy Review

Consultant shall start the rate-making process with a due diligence phase to better understand the underlying reasons and/or goals for the rate study. This shall include a kick-off meeting with City staff to ascertain study goals and policy objectives. Consultant shall also review City financial policies prior to the kick-off meeting, such as reserve policies and debt service covenants to understand the constraints with which to build a financial plan.

2. Financial Plan Development

Consultant shall then determine future revenue requirements to sufficiently fund the utility's operations and maintenance (O&M), capital replacement and refurbishment (R&R) program, debt service requirements and reserve funding. To ascertain the utility's financial condition, Consultant shall evaluate current and projected revenues, water usage, expenses and the appropriate use of debt. Major capital projects are typically financed with a combination of long-term debt and equity (cash from reserves). For capital investment, Consultant shall incorporate the City's most recently completed Master Plans/Capital Improvement Plans shall be incorporated in the financial plan to ensure that the utility can fully fund capital needs throughout the planning horizon.

3. Cost of Service Analysis

The annual costs of providing water service should be allocated among customer classes commensurate with their service requirements, i.e., how they use the water system. In this step, costs are identified and allocated to cost components and distributed to respective customer classes according to the standards provided in the AWWA Manual M1.

4. Rate Design

Rates do more than simply recover costs. Properly designed rates support and optimize a blend of various utility objectives, such as affordability for essential needs, simplicity and understanding, fairness and equity, revenue stability and ease of implementation, among others. The rate development process is a public information tool that communicates the City's rate objectives to customers. In this step, Consultant shall design rates according to industry standards that meet the City's rate-setting objectives and are defensible in light of recent court decisions and Proposition 218. Consultant shall develop a customized

rate model to assess different rate alternatives, and the associated customer impacts, to facilitate informed decision making. The results shall be summarized in both an easy-to-understand graphical format and a tabular format to assist communications with elected officials, managers and citizens.

5. Rate Adoption and Public Outreach

Consultant shall prepare a Study Report to inform the public about the proposed changes, the rationale and justifications behind them changes and their anticipated financial impacts in lay terms. This shall serve as the administrative record to justify the proposed rate structure. At a public hearing, at least 45 days after sending out notification to all properties served, Consultant shall present study recommendations to assist the City's adoption of the new water rates.

Task 1: Kick-Off Meeting, QA/QC and Data Collection

A productive kick-off meeting is the most effective way to begin a rate study. The goals include:

- Introducing our Project Team and getting to know the City staff
- Establishing goals and objectives
- Finalizing the work plan and schedule
- Discussing pricing objectives, including equity, affordability and revenue stability
- Discussing the data request and any additional data requirements
- Discussing the City's goals for customer education and outreach

Prior to the meeting, Consultant shall prepare an agenda and provide staff with presentation materials. Task 1 also includes time for quality assurance/quality control (QA/QC). This is a continuous process that fosters accurate work. Periodic QA/QC reviews of the model are conducted throughout the course of its development. Consultant shall submit a detailed data request prior to the meeting so the City can assemble the required data. Consultant shall discuss initial data questions during the kick-off meeting.

Meeting(s)/Conference(s): One kick-off meeting with City staff

Deliverables: Kick-off meeting agenda, presentation materials and meeting minutes

Task 2: Review of Existing Documents

Prior to the kick-off meeting, the Consultant shall prepare a detailed data request. If possible, Consultant shall review the initial data beforehand and prepare questions for efficiency. Consultant shall review the following documents at a minimum:

- 2030 City's General Plan
- 2017 Public Works Integrated Master Plan
- 2015 Urban Water Management Plan
- 2019 Water Business Plan (in progress)
- City's 5-year Capital Improvement Plan
- Fox Canyon Groundwater Management Agency Groundwater Sustainability Plans
- Water & Recycled Water Hydraulic Models

Meetings: None

Deliverables: None

Task 3: Education and Outreach Services

A strategic communication plan and proactive public outreach are key components in obtaining public understanding and City Council approval of the rate study recommendations. Stakeholder engagement and strategic communication planning increase community acceptance of rate changes, enhance credibility with stakeholders and policymakers and build awareness of the value of the service and the need for utility investments on behalf of the community.

Task 3.1: Develop Strategic Communications Plan

Consultant shall develop a strategic communications and outreach plan to address community input. Consultant shall develop strategies to successfully communicate and adopt of the proposed rates. Consultant shall clearly explain how rate changes shall impact customers. The strategic communications and outreach plan includes the following components:

- Situation analysis that includes available customer data and any issues that may impact customer rate change acceptance.
- Stakeholder identification and public participation mapping to ensure communities are connected to the communication process; identify special population communication needs (e.g., translation services).
- Communication channel identification using the City's website, public workshops, social media platforms, printed and electronic material, bills, direct mail and staffing resources available.
- Messaging platform to explain why rates are changing, how the changes shall be implemented, and potential impacts to customers. Given the shift in messaging from increasing demand to the scarcity of water resources and the vulnerability and rising cost of imported water, development of evidentiary messaging and an explanation of how a potential rate increase contributes to avoided costs may be appropriate.
- Internal communication strategies to ensure City staff are aware of the rate study and can answer questions, talking points and FAQ's for customer service staff who shall be working with customers directly.
- Community outreach tactics for the City Council, community, business community, neighbourhood associations and highly impacted customer groups.
- Media relations and social media plan to determine how best to leverage the City's media relationships and social media platforms.
- Written communication development for use in such materials as FAQ's, infographics, website updates, bill inserts, etc.

Meeting(s): Phone meetings and webinar to review plan

Deliverable(s): Strategic Communications Plan

Task 3.2: Conduct public or Utility Ratepayers Advisory Panel (URAP) workshops

Public workshops or the Utility Ratepayers Advisory Panel (URAP) is an important first step in involving and communicating with the Oxnard community. Conduct public outreach early in the rate

development process helps to identify community needs, concerns, issues and opportunities in the early stages of the rate study.

Meeting(s): Up to 10 public workshops or the URAP meetings.

Deliverable(s): Facilitation and management of up to 10 public workshops or the URAP meetings; Action item identification and coordination; 10 meeting summaries

Task 3.3: Prepare Proposition 218 Notice

Consultant shall prepare the public hearing notice as required Proposition 218. Consultant shall prepare a draft notice for review and incorporate comments into the final notice. The City shall mail the notice to all customers of record.

Meeting(s)/Conference(s): Phone calls as need to discuss the Proposition 218 notice

Deliverable(s): Draft Proposition 218 Public Notice PDF file; final Proposition 218 Public Notice

Task 4: Financial Plan

Consultant shall utilize rate model develop for the Water Business Plan. Consultant shall project expenses and revenue requirements over a 10-year planning horizon. Consultant shall project revenue requirements based on the current water and recycled water budgets, and the results of the Water Business Plan. Consultant shall review reserves for operating, capital, rate stabilization and emergency purposes. The rate model shall include a dashboard with the following features:

- Flexibility to change assumptions such as water sales, capital improvements project (CIP) levels and revenue adjustments
- Error flagging of results, such as: failure to meet debt coverage, unmet reserve targets, etc.
- Sensitivity analyses that can be viewed instantaneously

Meeting(s): Two web-meetings

Deliverables: Financial Plan Model in Microsoft Excel

Task 5: Cost of Service Analysis

The cost of service analysis provides the total cost to serve customers. It shall follow industry standards provided in the American Water Works Association (AWWA) *Manual M1: Principles of Water Rates, Fees and Charges, 7th Edition* (Manual M1). Consultant shall first review historical consumption to assess use patterns by customer class and tier. Next, Consultant shall functionalize costs into water service functions such as supply, treatment, and customer service. Then, Consultant shall allocate the functionalized cost to cost components such as water supply, base demand and extra-capacity, and determine the unit cost for each component. Finally, Consultant shall distribute costs to the customer classes using the unit costs to establish the cost responsibility of each class.

Recycled water rates shall be developed according to the *M1 Manual* and the Water Environment Federation's *Manual of Practice No. 27*, which is the handbook for wastewater and recycled water rate setting. For the recycled water rate study, the unit costs of recycled water shall be identified in the Water Business Plan. Recycled water costs shall be identified by reviewing the water, wastewater and recycled

water budgets line by line and allocated costs to water, recycled water or wastewater. Consultant shall review this cost allocation and adjust if necessary. Consultant shall use these costs to develop the overall cost to develop a recycled water cost of service.

Meetings: Phone calls as needed to discuss the Cost of Service

Deliverable(s): Cost of Service calculation in Microsoft Excel

Task 6: Water and Recycled Water Rate Design and Customer Bill Impacts

Consultant shall review the basis for the current water and recycled water rates. After discussing the pricing objectives with the URAP and City staff, Consultant shall hone in on a preferred rate structure and the right balance between fixed and volumetric rate structures considering competing pricing objectives such as revenue stability, conservation signalling, affordability and fairness. Consultant shall discuss alternative structures—including additional customer classes.

Consultant shall use the recycled water costs identified during the Water Business Plan to calculate recycled water rates. Recycled water rate structures are normally simpler compared to water rates. However, Consultant shall discuss possible rate structures with City staff.

The rate model has the flexibility to change instantaneously tier widths and evaluate different fixed/variable revenue structures to enhance revenue stability. To communicate the cost nexus for tiered rates, the water rates have several cost components for each tier including, but not limited to water supply costs, delivery costs, peaking costs, conservation costs and revenue offsets.

The City may have different capital investment or water use scenarios. Consultant shall calculate water rates under each scenario. The dashboard has proven to be particularly useful when making presentations to policymakers, allowing them to appreciate fully and instantly the impacts of their decisions. Consultant shall calculate the following rates:

- Potable water
- Recycled water
- Oceanview and Irrigation water rates
- Contract potable customer rates
- Recycled water contract customer rates

The rate model shall include a summary of customer bill impacts of the proposed rate structure. Consultant shall graphically illustrate customer bill impacts at different usage levels and meter sizes. This tool has proven particularly useful for public outreach and during the Proposition 218 process. Consultant shall also illustrate class-wide impacts based on consumption through a dollar impact distribution graph.

Meeting(s): Two meetings

Deliverable(s): Rate calculation model in Microsoft Excel

Task 7: Rate Comparison

Consultant shall research and compare proposed rates with five nearby agencies and prepare a graph showing the typical water bills for each agency.

Meeting(s): None

Deliverable(s): Rate comparison calculation and chart in Microsoft Excel

Task 8: Draft and Final Reports

Consultant shall prepare draft and final Rate Study Reports with an executive summary and sections on the revenue requirement, cost of service and recommendations. Consultant shall include supporting data and calculations addressing Proposition 218 requirements. Consultant shall incorporate staff comments into the final version.

Meeting(s): Phone calls as needed to discuss the report

Deliverable(s): Draft and final electronic copies of the Rate Study Report

Task 9: City Council Presentations

Consultant shall present the Water Rate Study findings to the City Council and public.

Meeting(s): Two City Council presentations

Deliverable(s): PowerPoint presentation

Task 10: Proposition 218 Public Hearing

Once the public hearing notices have been sent to ratepayers, a public hearing to adopt or reject the rates shall be scheduled as early as 45 days after mailing. Consultant shall present at this hearing to show the need for revenue adjustments, the rate derivation and customer bill impacts.

Meeting(s): One public hearing presentation

Deliverable(s): Presentation materials in Microsoft PowerPoint

RATES AND COSTS EXHIBIT

Task	Labor Effort (hrs)	Fee Estimate (\$)
Task 1 Kickoff Meeting, QA/QC, Data Collection	44	\$10,397
Task 2 Review Existing Documents	14	\$3,248
Task 3 Education and Outreach Services <i>Task 3.1 Develop Strategic Communications Plan</i> <i>Task 3.2 Conduct Public or Utility Ratepayers Advisory Panel (URAP) Workshops</i> <i>Task 3.3 Prepare Proposition 218 Notice</i>	406	\$84,190
Task 4 Financial Plan	44	\$10,218
Task 5 Cost of Service Analysis	38	\$8,730
Task 6 Water and Recycled Water Rate Design and Customer Bill Impacts	58	\$13,898
Task 7 Rate Comparison	12	\$2,696
Task 8 Draft and Final Reports	64	\$14,674
Task 9 City Council Presentations	28	\$7,130
Task 10 Proposition 218 Public Hearing	18	\$4,501
Total	726	\$160,442

SCHEDULE OF SERVICES EXHIBIT

Task	Schedule
Task 1 Kickoff Meeting, QA/QC, Data Collection	May 2019 to April 2020
Task 2 Review Existing Documents	May 2019
Task 3 Education and Outreach Services	May 2019 to February 2020
Task 4 Financial Plan	May 2019 to November 2019
Task 5 Cost of Service	June 2019 to November 2019
Task 6 Rate Design and Customer Billing	August 2019 to December 2019
Task 7 Rate Comparison	August 2019 to December 2019
Task 8 Draft and Final Reports	January 2020
Task 9 City Council Presentations	January 2020
Task 10 Proposition 218 Public Hearing	January 2020 to March 2020

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

1. 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. _____
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

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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ 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 ☒ 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				

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____
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

POLICY INFORMATION

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE

(to)

Included in Limits

In Addition to Limits

Telephone:

NAMED INSURED

Deductible ☐ Self-Insured

Retention (check which) of \$

with an Aggregate of \$

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:

TYPE OF INSURANCE

CITY AGREEMENTS/PERMITS

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY

☐ COMPREHENSIVE GENERAL LIABILITY

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL

☐ PRODUCTS/COMPLETED OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE DAMAGE

☐

☐

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. _____

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 _____

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

Telephone: _____

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

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

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

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. _____

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 _____



City of Oxnard Request for Proposal (RFP)

Water Rate Study

Bid Close Date: November 14, 2018
by 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030

Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>
City Website: <https://www.oxnard.org/>

TABLE OF CONTENTS

A. SOLICITATION INTRODUCTION

- 1.0 Proposed Timeline
- 2.0 Period of Performance
- 3.0 Introduction
- 4.0 General Information
- 5.0 Project description
- 6.0 Contractors Qualifications and Responsibility

B. PROPOSAL GUIDELINES

- Tab A – Proposal Checklist
- Tab B – Company Profile/ Experience
- Tab C – Acknowledgement
- Tab D – Scope of Services
- Tab E – References
- Tab F – Bidder Attachment

A non-mandatory pre-proposal meeting will be held on Tuesday, October 30, 2018 at 11:00 a.m. at the City of Oxnard Council Chambers located at 305 W. Third Street, First Floor, Oxnard, California 93030.

Attention Bidders: Please complete bid documents Tabs A through F and upload your proposal as part of your bid response at www.publicpurchase.com.

The City is soliciting professional services for the Public Works Department in the development of a comprehensive Rate Study.

Proposers will be responsible to carefully examine the requirements contained herein.

1.0 PROPOSED TIMELINE

DATE	ACTIVITY
October 18, 2018	Release of Solicitation
October 30, 2018	Non-Mandatory Pre-Proposal Meeting at <u>11:00 a.m.</u>
November 14, 2018	Submission of the Proposal due by <u>2:00 p.m.</u>
November 15 – December 1, 2018	Review of Proposals
December 5, 2018	Oral Interviews
December 20, 2018	Agreement Development/Negotiations
January 21, 2019	Contracted work begins

The above dates are tentative and are subject to change as necessary.

2.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this solicitation and shall be for six (6) months beginning January 21, 2019 or effective upon signature of an Agreement by both parties, unless terminated earlier.

3.0 INTRODUCTION

The City of Oxnard, hereinafter referred to as “City,” is soliciting proposals from qualified Consulting firms, hereinafter referred to as “CONTRACTOR,” to assist City in developing a five year comprehensive water and recycled water rates. City intends to award CONTRACTOR a Consulting Service Agreement, hereinafter referred to as “AGREEMENT,” for such efforts.

4.0 GENERAL INFORMATION

The City of Oxnard (City), incorporated as a general law city in 1903, is located about sixty miles west of the City of Los Angeles and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. The land generally slopes in a southwesterly direction toward the ocean at an average rate of about 10 to 20 feet per mile, or less than one-half of one percent. This flat topography has a major bearing on surface improvements and the corresponding drainage impacts and the associated costs for flood protection. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City has a population of slightly more than 207,000 residents, and its corporate limits cover an area of about 32 square miles.

The City established its Water Division with the purchase of the local water system from Ventura County Power Company in 1912. The Oxnard Municipal Water Department (now known as the Water Division) building on Hayes Street was built in 1915 on the site of two original artesian wells and a 150,000 gallon elevated steel storage tank. Today, the Water Division serves the City’s population through approximately 34,000 domestic water service connections within the City.

The City is also a purveyor of potable water to Oxnard area residents. The City’s water supply comes from local groundwater pumped by the City and purchased from United Water Conservation District (United). To produce a water quality that is palatable for the City users, the groundwater is blended with imported water from Northern California (the State Water Project) purchased through Calleguas Municipal Water District (CMWD).

The City’s current potable water supply portfolio is as follows:

- Local groundwater pumped from City wells (25 to 30 percent of total demand)
- Local groundwater purchased from United (25 to 30 percent of total demand)
- Imported water purchased from CMWD (40 to 50 percent of total demand)

The available groundwater supply is controlled by Fox Canyon Groundwater Management Agency (GMA). The GMA manages the groundwater basin by controlling groundwater pumping allocations in an effort to protect the basin and reduce groundwater pumping to a “safe yield.” Therefore, the amount of groundwater that can be pumped by the City and United is limited. Like groundwater, imported water supplies from Northern California are also limited.

The imported water comes from the Sacramento-San Joaquin Delta, and environmental groups and other shareholders have been active in protecting the Bay-Delta ecosystem. As a result, a long-term solution developed to protect the Bay includes a reduction of water exports. Further, the reliability of imported water is uncertain due to potential earthquakes, vulnerability of the State Water Project's aging infrastructure, and lack of redundancy in the State and local (Calleguas) infrastructure.

Water Supply Assets

The City's water supply assets include:

- 10 City-owned wells for pumping groundwater
- Six blending stations, located throughout the City service area, used to mix groundwater (high in total dissolved solids or salts) with imported water (low salts) and/or desalted groundwater to enhance potable water quality
- A brackish water desalter (Desalter) used to improve groundwater quality by removing salts
- An Advanced Water Purification Facility (AWPF) designed to produce advanced treated recycled water by using secondary effluent from the Oxnard Wastewater Treatment Plant (OWTP)
- A water supply distribution network including piping and appurtenances
- Two recycled water distribution pipelines, the recycled water backbone pipeline, mainly located in Ventura Road (North-South) and the Hueneme Road pipeline

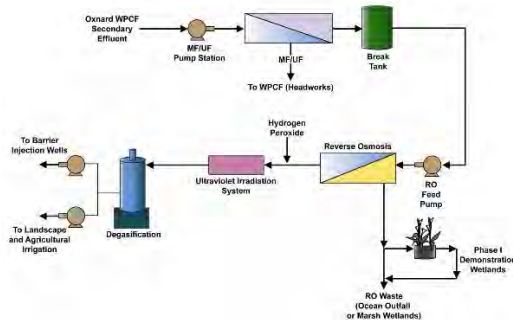
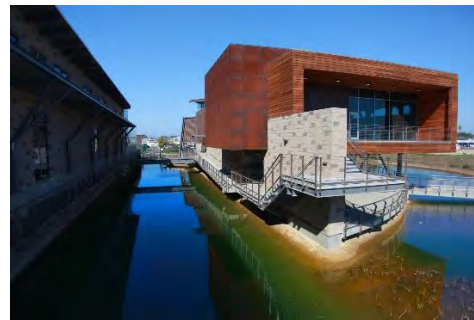
(East-West)



The City Desalter and AWPf were built as part of City's Groundwater Recovery Enhancement and Treatment (GREAT) Program. Both facilities were designed for future expansion, which includes space for additional equipment and infrastructure (piping, etc.) designed to accommodate higher future flows. Presently, the Desalter can produce 7.5 million gallons per day (mgd) of high quality, low-salt groundwater. The building has space and infrastructure to add equipment to bring the Desalter production capacity up to 15 mgd.

Like the Desalter, the AWPf has space and infrastructure to add equipment. At present, the AWPf can produce 6.25 mgd of fully advanced treated recycled water and, with future expansion, the AWPf could ultimately produce 25 mgd.

However, since the source water to the AWPf is secondary effluent from the OWTP, expansion of the AWPf is also dependent upon how much wastewater is available (under steady flow conditions) from the OWTP. Based on current flow conditions from the OWTP, the AWPf could only be expanded to 9.375 mgd.



Plans to extend the recycled water pipeline system along Hueneme Road from the current Olds Road termination to Wood Road are currently being developed by the City. Also, the City is completing a demonstration aquifer storage and recovery (ASR) well at Campus Park for potential indirect potable reuse (IPR).



GREAT Program Background and History

An understanding of the City's GREAT Program and its history is crucial when evaluating the current water supply portfolio, assets and program elements.

In the 1980's the City was planning to reclaim its wastewater and the fate of its water resources. This laid the groundwork for the GREAT Program, which the City has been implementing for almost two decades. The GREAT Program, initiated in the late 1990's and early 2000s, was intended as a water resources plan that combined wastewater recycling and reuse, groundwater injection, storage and recovery, and groundwater desalination. Further, the GREAT Program was to provide regional water supply solutions to water users in the Oxnard Plain.

The GREAT program was instituted in response to increasing demand for potable water due to rapid growth within and around the City, as well as the need to manage water resources in the Oxnard Plain. Groundwater recharge on the Oxnard Plain had not kept up with the rate of withdrawal, resulting in a water imbalance condition. Also, evidence of seawater intrusion into the Oxnard Plain groundwater aquifer had been identified. Further, the City understood that the reliability of imported water supplies was uncertain and that the cost of imported water was expected to rise.

The cornerstone of the GREAT Program was the recycled water. By providing recycled water for groundwater injection and agricultural irrigation, the City was to amass groundwater allocations in the Oxnard Basin. The City expected to recover these groundwater allocations through increased pumping using existing or new production wells. To this end, these groundwater pumping allocations were to be used to make up the City's water supply deficit.

The GREAT program was conceptualized to protect and address the severe water imbalance condition in the Oxnard Basin because the City would obtain its groundwater from the Upper Aquifer System (UAS), which was readily recharged through the Oxnard Forebay. By using recycled water in lieu of groundwater for agriculture, less groundwater would be drawn from the Lower Aquifer System (LAS) in the southern Oxnard Plain, which is not readily recharged.

The following is a brief summary of the GREAT program elements and the intended purposes:

- The City needed water supply to keep up with the forecasted growth and could not rely on imported water to make up the pending deficit.
- The City would built a groundwater Desalter because more groundwater was needed to offset the supply deficit. Since the groundwater quality was not palatable and the imported water for blending was to be limited, adding groundwater desalting would to improve the potable water quality.
- The City and United allocations were limited by the GMA so, in order to pump more groundwater, the City needed more pumping allocations from GMA.
- The City built the AWPf in recognition of the fact that the City's wastewater was a resource. Advanced treatment of the wastewater would produce a water supply which could be sold to agricultural users on the Oxnard Plain in exchange for needed groundwater pumping allocations.
- The recycled water would also be used for landscape irrigation or industrial process water to reduce the in-City water demand.
- The City would use the advanced treated recycled water to create a seawater intrusion barrier, which would allow the AWPf to continuously operate when agricultural and irrigation demands subsided (i.e., winter or rainy periods).
- The seawater intrusion barrier would include multiple ASR wells. The ASR wells would be used to inject and store recycled water in the aquifer, and the City would receive a one-to-one exchange for pumping allocations.

The City completed construction on the GREAT Program Groundwater Desalter (Phase 1) in 2008 and the AWPf (Phase 1) in 2012.

Current Situation

Since the inception of the GREAT program, the main program drivers have changed. Most notably, the City's need for a more reliable and sustainable water resource has been driven by the vulnerability and rising cost of imported water as well as the scarcity of water resources in general, rather than the increased City demand for potable water. Past pressure for a more potable water supply was abated primarily because the rate of development and population growth within and around the City slowed as a result of the 2008-2009 housing and financial crisis. Also, more efficient water use has been observed due to the recent severe drought in California, which exposed the scarcity of water and the vulnerability of the State's imported water supplies and triggered a statewide reduction in urban potable water usage.

The drought prompted the Governor of California to sign Executive Order No. B-29-15 in January 2014, declaring a drought state of emergency.

The Order directed the State Water Resources Control Board (Water Board) to impose restrictions to achieve a statewide 25 percent reduction in potable urban water usage through February 28, 2016. These restrictions required water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. In 2016, subsequent Executive Order No. B-37-16 focused on “making water conservation a way of life.” This Order noted that our changing climate requires California to continue to “adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply” and that “increasing long-term water conservation among Californians, improving water use efficiency within the State’s

communities and agricultural productions, and strengthening local and regional drought planning are critical to California’s resilience to drought and climate change.” Although rainfall in the winter of 2016-2017 replenished much of the State’s reservoirs, Ventura County and the groundwater basins underlying the City have not recovered.

The Water Board and the Division of Drinking Water (DDW) also recognized the need for more sustainable water supplies and in June of 2014 revised regulations related to recycled water to permit IPR. This regulatory change has a significant impact on the GREAT Program objective. Rather than relying on the exchange of pumping allocations with recycled water users to offset supply deficit, IPR could allow the City to use fully advanced treated recycled water to offset its future supply deficit.

Since 2014, the City has consistently used the Desalter to improve the quality of pumped groundwater and, since 2016, the City’s AWPf has been producing recycled water for irrigation use within the City and for agricultural irrigation. In July of 2015 and again in 2017, the Los Angeles Regional Water Quality Control Board (RWQCB) amended the City’s Waste Discharge Requirements/Water Recycling Requirements (WDR/WRR) to allow the City to temporarily deliver its advanced treated recycled water to growers on the Oxnard Plain using CMWD’s Regional Salinity Management Pipeline (SMP). Growers are observing the benefits of the high quality AWPf water and, in some cases, implementing new farming techniques (such as hydroponic farming) in which the high quality water from the City’s AWPf is desirable. The recycled water revenue is more than capable to fund daily recycled water operations and maintenance. In addition, the City also accumulates one-for-one groundwater allocations from recycled water sales.

5.0 PROJECT DESCRIPTION

The City’s primary financial goal for its utility enterprises is to ensure that revenues from rates and fees are adequate to fund daily operations and maintenance, capital improvement, debt service and reserves. The funds generated by water utility rates are used to provide safe drinking water for City residents and businesses. This money funds operations, maintenance, repairs, debt payments, reserve levels, infrastructure costs, and capital projects. Additionally, to maintain

adequate water and recycled water supply and reliability, the City must comply with strict environmental regulations and State water conservation mandates, which have increased the cost of water supplies.

In July 2017, the City Council approved one-time water and recycled water rate increases to:

- Allow enough time to convene a utility ratepayers advisory panel (URAP) for a comprehensive 5-year water and recycled water rate studies (Rate Study)
- Avoid depletion of existing water and recycled water operational funds

The proposed five-year Rate Study is intended to comprehensively address the City's long term (30-year) water and recycled water supplies, goals, infrastructure requirements, fiscal policies, and meet City's 2030 General Plan requirements. Also to be considered during the rate-setting process will be results of the water business plan, currently under development, to study future scenarios and their corresponding cost/benefit analysis to prudently guide the City's next decisions for the best use of recycled water.

6.0 CONTRACTORS QUALIFICATIONS AND RESPONSIBILITIES

Scope of Work

The City is soliciting professional services for the Public Works Department in the development of a comprehensive Rate Study.

Task 1 – Project Management of this Agreement

Provide all professional and support services required to manage, control, track, and report on the progress of work and expenditures provided under this scope of work including, but not limited to, the following:

1. Coordination and management of all consultant's subconsultants.
2. Quality assurance / quality control measures.
3. Project coordination meetings.

Task 2 – Review of Existing City Documents

Review existing City's water and recycled water documents including, but not limited to, the following:

1. 2030 City's general Plan
2. 2017 Public Works Integrated Master Plan (final draft)
3. 2015 Urban Water Management Plan
4. 2018 Water Business Plan (in progress)
5. City's 5-year Capital Improvements Plan
6. Fox Canyon Groundwater Management Agency (FCGMA) Groundwater Sustainability Plans (GSP) (preliminary draft)
7. Water & recycled water hydraulic models

Task 3 – Education and Outreach Services

Provide public outreach services related to the comprehensive Rate Study, including, but not limited to, the following:

1. Conduct URAP workshops (up to 8 workshops)
2. Preparation of Prop 218 notifications and public outreach
3. Conduct public workshops with local businesses and local agencies
4. Conduct presentations to Utility Task Force (UTF), City Council, and City committees
5. Prepare responses to all meetings

Task 4 – Develop a Rate Study

Develop a comprehensive Rate Study including, but not limited to, the following:

1. Prepare In-City potable water rates
2. Prepare In-City recycled water rates
3. Prepare Oceanview and irrigation customers water rates
4. Prepare potable water contract customer rates (example Procter and Gamble)
5. Prepare recycled water contract customers rates (agricultural, United)
6. Prepare water and recycled water financial rate models
7. Conduct a survey comparison of proposed rates with 5 similar cities
8. Prepare cost of services study
9. Prepare Rate Study ordinance

Tab A – Proposal Checklist

Instructions:

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered A through G as shown.
- d) Label each item presented and include additional items on your Table of Contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Bidders that do not follow the bid instructions found in the Terms and Conditions document may be found to be “non-responsive” and disqualified from the bid process.

Name of Company:

Service to provide:

Main Point of Contact:

E-mail:

Phone:

Tab A Proposal Submission Checklist

General Bidder Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

	Page Number
☐ Tab A: Proposal Checklist (<i>this page</i>)	_____
☐ Tab B: Company Profile/ Experience	_____
☐ Tab C: Acknowledgements.....	_____
☐ Tab D: Scope of Services.....	_____
☐ Tab E: References	_____
☐ Tab F: Bidder Attachment.....	_____

CERTIFICATIONS

I, _____, a duly authorized agent of

Printed Name of Agent/Officer

Name of Organization

hereby certify that _____ by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____

Date: _____

Title of Agent/Officer: _____

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Tab B - Company Profile/Experience

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE:

2. Company overview of services or activities performed, including:

- a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. **BIDDER'S RESPONSE:**

b. **BIDDER'S RESPONSE:**

c. **BIDDER'S RESPONSE:**

d. **BIDDER'S RESPONSE:**

3. Please indicate whether the Bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none, please state N/A. Governmental agencies are exempt from this requirement.

BIDDER'S RESPONSE:

4. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

BIDDER'S RESPONSE:

5. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE:

6. List the members of your organization who are authorized to negotiate Proposals/Contracts.

BIDDER'S RESPONSE:

7. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFP:

- a. Position Title
- b. Responsibilities
- c. Qualifications/Experiences
- d. Education
- e. Certifications/licenses, if applicable
- f. List other pertinent information that will assist in evaluating Bidder's qualifications.

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Tab C – Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the RFP Bidder Terms and Conditions document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- a. Termination
- b. Indemnification
- c. Limitation of Liability
- d. Insurance
- e. Conflict of Interest
- f. Governing Law
- g. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

BIDDER'S RESPONSE:

2. Evidence of Insurability/Business Licenses

All Bidder(s) shall submit evidence of all required insurance. If awarded the contract the Bidder has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

3. Transition (If applicable)

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent Contractor(s); and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab D - Scope of Services

This RFP has a space provided under each question the City has of the Bidder. This RFP is available for electronic download at www.publicpurchase.com.

Bidders must address all points in this section. All questions are in italicized font in the box.

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

BIDDER'S RESPONSE:

2. Provide a summary of project approach in the development of the Water Rate Study.

BIDDER'S RESPONSE:

3. Provide a summary project team experience, project team organization chart related to the water rate study.

BIDDER'S RESPONSE:

Tab E - References

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

Tab F - Bidder Attachment

Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the RFP, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding “Attachment Number” into the Bidder’s Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

BIDDER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

BIDDER’S RESPONSE: Located in “Attachment 2”

Tab G - Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the RFP, bidders shall paste in Tab I. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Bidder’s Response box with the words “See Tab G.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	_____	_____
Attachment 2	_____	_____
Attachment 3	_____	_____
Attachment 4	_____	_____
Attachment 5	_____	_____
Attachment 6	_____	_____
Attachment 7	_____	_____
Attachment 8	_____	_____

Securing Our Water Future

Water Resources Management Plan (Business Plan)

&

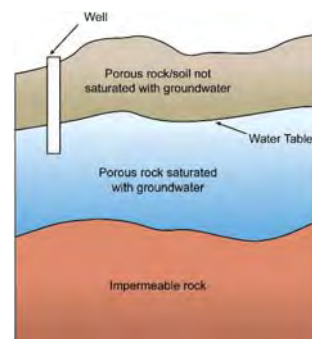
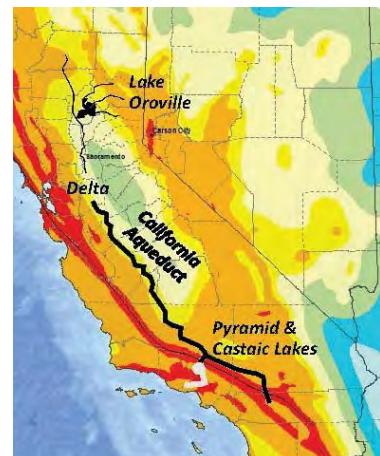
Financial Plan and Rate Study



Oxnard's Drinking Water Supply

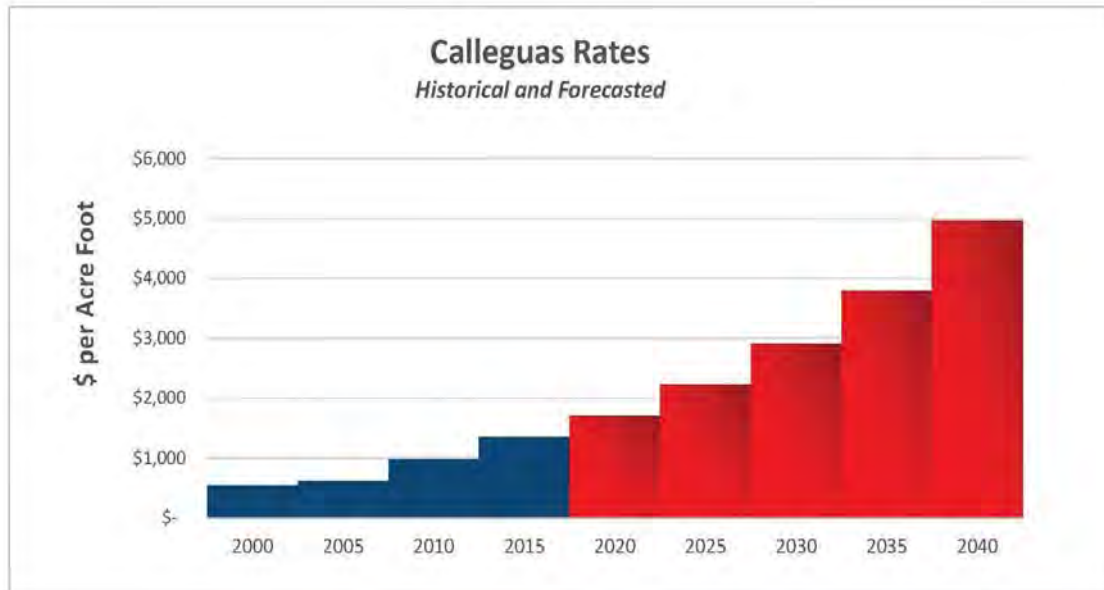
Diverse Water Portfolio

- **Imported Water**
 - (40-50%) delivered by Calleguas Municipal Water District, via Metropolitan Water District of Southern California
- **Local Groundwater**
 - (25-30%) delivered by United Water Conservation District
 - (25-30%) pumped and treated from City-owned wells



Imported Water Challenges

- 5.5% annual cost increases projected
- Delivery vulnerability

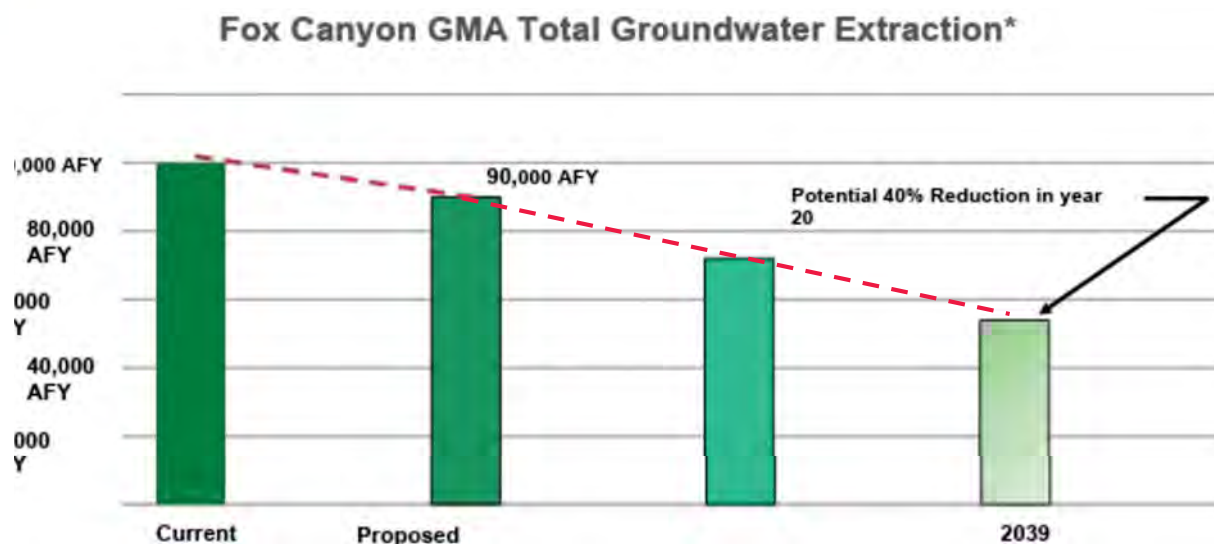


Source: Calleguas Municipal Water District - Rates 2000-2018, projected to increase 5.5% per year to 2040

3

Local Groundwater Challenges

- Local groundwater basin is in critical overdraft condition
- Sustainable Groundwater Management Act (SGMA)



*impacts United and City groundwater pumping allocations

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Potential Expanded Water Supply Source

- Advanced Treated Recycled Water is purified water from Oxnard Wastewater Treatment Plant
 - Recycles water that would be lost to ocean
 - Currently used for landscape, agriculture and industry
- New regulations allow for recycled water groundwater injection and potable reuse
- AWPf designed to expand to ultimate production of 25 MGD
 - Expansion requires more equipment and more water flow



Advanced Water Purification Facility (AWPF)

Current production capacity:
6.25 million gallons per day
(MGD)
(~7,000 acre-feet per year)

5

Crossroads Today

- Water sources are complex and shared
- Aging infrastructure must be maintained or replaced
- Climate change impacts are uncertain
- Water affordability is a key concern
- Customers care about quality and service
- Regional economic vitality depends on water security
- Our recycled water system is a valuable regional asset



117

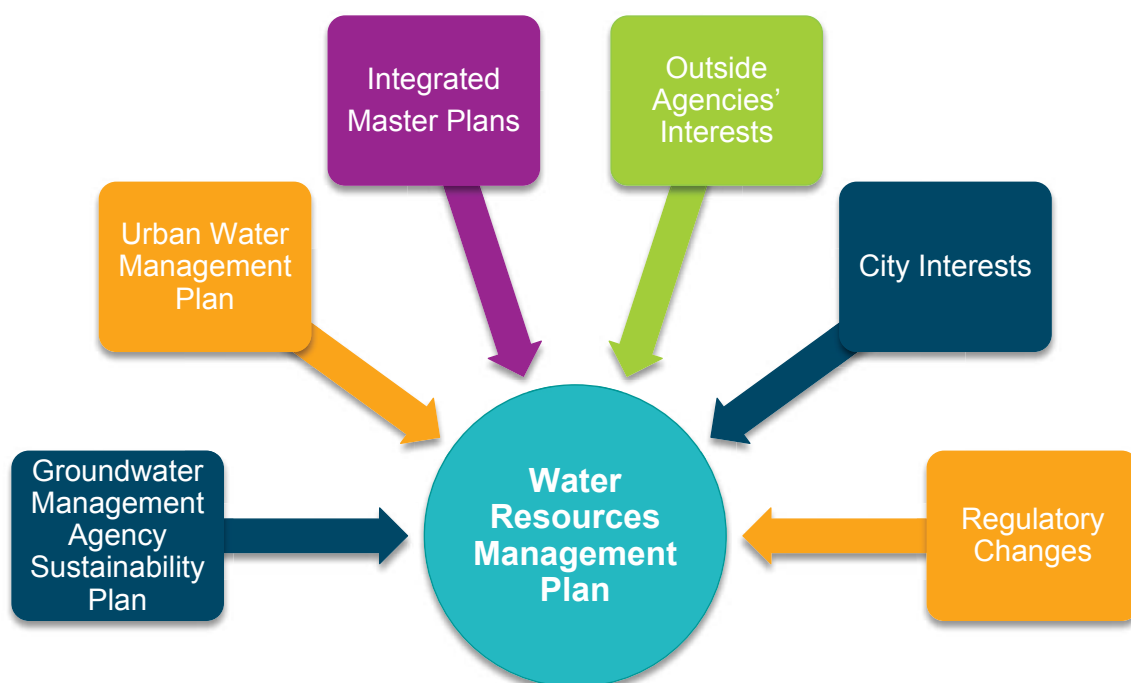
Plan Goals

Water Resources Management Plan and Rate Study will address the following aspects:

1. Best investments to secure our water future
2. Actions to meet future regulatory and climate change challenges
3. Necessary steps to provide a reliable and high-quality water for generations to come
4. Balance long-term project priorities with water rates today
5. Create a dialogue with our customers so they can tell us what's most important to them

7

Water Resources Management Plan Components



118

Water Resources Management Plan Implementation



9

Water Resources Management Planning Steps

Step 1:

Solicit input on goals and objectives through surveys and interviews



Step 2:

Assess Oxnard's Water Division assets and financial health



Step 3:

Identify and screen alternatives

Step 4:

Engage partners as our water resources are regionally linked



Water Resources Management Planning Steps

Step 5:

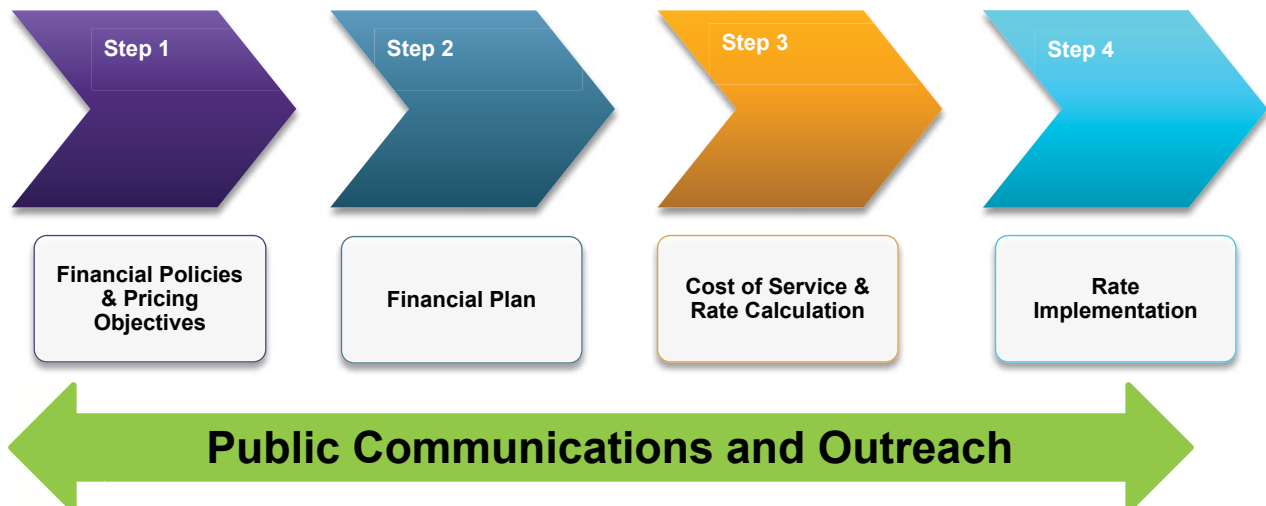
Establish optimal alternatives based on cost, reliability, implementation complexity, regulatory constraints and regional and customer benefits

- Develop an Oxnard Water Financial Model
- Assess qualitative benefits of each option
- Develop preliminary costs for each option
- Conduct a cost-benefit analysis
- Determine best short-term, mid-term and long-term options



11

Financial Plan and Water Rate Study Implementation



Community Outreach Plan



Public Outreach Plan

- Community outreach
- Materials that explain the water system and rates
- Connect to diverse communities



Utility Ratepayer Advisory Panel

- Community members
- Up to 10 meetings
- Input used to develop rates and rate structure alternatives
- Provide recommendation



Proposition 218

- Highly informative notice sent to every address
- Public hearing that informs and provides feedback opportunity

13

Utility Rates Advisory Panel Engagement

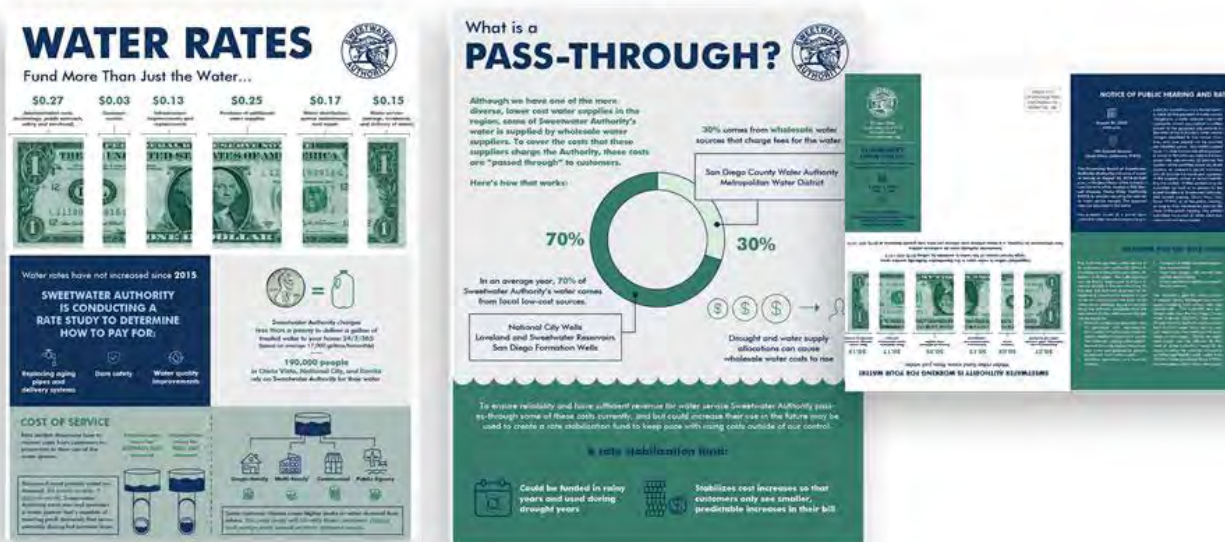
Meeting Agenda

1	Mission Statement and Charter, Potable and recycled system overview, Overview of rate structures, City's rate history
2	Water and Recycled Water Facilities Tour
3	Rate Setting, Discuss Reserve Policies, Pricing Objectives and Rate Structure Options
4	Review System Financial Health, Potential Revenue Adjustments Rate Structure Options
5	Select Preferred Rate Structure Review Customer Bill Impacts
6	Finalize URAP Recommendations/Input
7-10	Additional Meetings as Necessary

1215

Images Speak Louder than Words

Infographic materials examples used in rate studies



16

Use Plain Language to Build Customer Understanding

“Pumps need variable frequency drives to match the water needs and create electrical cost efficiencies.”

OR

“We’re saving money by installing pumps that use less energy.”

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Consultant Team

Water Resources Management Plan (Business Plan): Gannett Fleming, MV Engineering, Raftelis

Task	Fee
Task 0 Project Management & QA/QC	\$40,446
Task 1 Project Initiation, Data Collection & Goal Setting	\$73,892
Task 2 Baseline Development	\$63,866
Task 3 Financial Plan Model Development	\$23,689
Task 4 Scenario Development & Alternative Screening	\$141,891
Task 5 Stakeholder Refinement	\$102,230
Task 6 Business Plan Report	\$73,129
Total	\$519,143

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Consultant Team

Water Financial Plan and Rate Study: Raftelis

Task	Fee
Task 1 Kickoff Meeting, QA/QC, Data Collection	\$10,397
Task 2 Review Existing Documents	\$3,248
Task 3 Education and Outreach Services	\$84,950
Task 4 Financial Plan	\$10,218
Task 5 Cost of Service	\$8,730
Task 6 Rate Design and Customer Billing	\$13,898
Task 7 Rate Comparison	\$2,696
Task 8 Reports	\$14,674
Task 9 City Council Presentations	\$7,130
Task 10 Proposition 218 Public Hearing	\$4,501
Total	\$160,442

1238

Project Schedule

Water Resources Management Plan (Business Plan) & Rate Study Schedule																								
Description	2019												2020											
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Strategic Planning (Business Plan)																								
Public Outreach																								
Water Rate Study																								
City Council Presentation #1																								
City Council Presentation #2																								
Proposition 218 Public Noticing Period (45 days)																								
New Water Rates																								
★ Business Plan Alternative Final Selection																								

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Recommendation

That the Public Works and Transportation Committee recommend that City Council approve the City's latest Water Resources Management Plan (Plan), comprising the Water Business Plan and Utilities Rate Study, and award and authorize the Mayor to execute the following in support of the Plan:

- Professional Services Agreement (PSA) A-8119 with Gannett Fleming, Inc. for consultation on the development of the City's future Water Business Plan at a cost not to exceed \$519,143; and
- Professional Services Agreement (PSA) 8562-19-PW with Raftelis Financial Consultants, Inc., for consultation on the next City Utility Rate Study, at a cost not to exceed \$160,442.

Questions



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**PUBLIC WORKS AND
TRANSPORTATION
COMMITTEE**

AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 3

DATE: April 9, 2019

TO: Public Works and Transportation Committee

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

SUBJECT: Award Agreement A-8128 for Rose Avenue and Gary Drive Traffic Signal Project. (5/5/5)

RECOMMENDATION

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

1. Award and authorize the Mayor to execute Agreement A-8128 in the amount of \$678,072.40 with California Professional Engineering, Inc. for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74 State Project No. ATPL-5129 (094);
2. Approve \$67,807.00 for Project contingency for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74;
3. Approve \$67,807.00 for construction engineering, inspection, labor compliance and project management for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74; and
4. Approve an appropriation of \$495,000 from the State/Local Grant Fund (219) and \$318,686 from the Air Pollution Buydown Fee Fund (118) for the Rose Avenue and Gary Drive Signal Project 183105.

BACKGROUND

On March 20, 2018, the City Council authorized State grant revenue and appropriated Air Pollution Buydown Fees to begin design of the Rose Avenue and Gary Drive Traffic Signal project.

The intersection of Rose Avenue and Gary Drive is between Oxnard College and Channel Islands High School (CIHS) in the College Estates and College Park neighborhoods. Oxnard College, has an Educational Assistance Center (EAC) serving students who require special accommodations. CIHS, located on the west side of Rose Avenue between Raiders Way and Gary Drive, has a Special Education Program (SEP) that utilizes the EAC. Travel between locations takes place at all times of the day and varies depending on the student and the course

being attended. Often times students are driven across the street, or walk the quarter mile north to use the signalized crossing at Raiders Way and Rose Avenue.

To improve conditions and signalize the intersection, the City applied for and was awarded an Active Transportation Program grant through the California Transportation Commission (CTC). The grant includes design and construction of a new traffic signal at Rose Avenue and Gary Drive, crosswalk improvements on all four corners, and enhanced lighting.

The total grant award is \$510,000 with \$57,000 as the required local match. To date the City has expended \$15,000 of the grant and \$2,000 in required matching funds to design the project. The construction grant of \$495,000 includes furnishing all labor, materials, equipment and other incidentals to install a traffic signal at Rose Avenue and Gary Drive and improve the intersection as described above.

The contract is anticipated to begin in April with procurement of the traffic signal pole. Due to the influx of grant funding within the State, including Senate Bill 1 funding, signal pole delivery is averaging 24 weeks. Construction is therefore anticipated to take place in late summer. Staff will be attending the College Estates Neighborhood meeting, and are reaching out to the College Park Neighborhood, Oxnard College, and Channel Islands High School. The Contractor will also be posting signs along the work zone to help keep the public informed as well.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on January 17, 2019, and all bids were due on February 19, 2019. The City received the bids listed below:

California Professional Engineering, Inc.:	\$456,872.40
Taft Electric Company:	\$476,781.35
STL Landscape, Inc.:	\$594,695.00

Bidders were asked for a base bid price and two additional additive items for interconnection of the signals. Item 1 is for 2,100 linear feet of interconnect on Rose Avenue from Gary Drive south to Bard Road. Item 2 is for 1,400 linear feet of interconnect on Rose Avenue from Gary Drive north to Raiders Way. Both additive items will include conduit for signal interconnect, pull boxes, cables to and from the controller cabinets, connections for advanced detection loops and all pertinent devices to operate the traffic signal system. The lowest bid was determined on the basis of the lowest base amount without considering the amounts listed for the additive items. Based upon this formula, the lowest bidder is California Professional Engineering, Inc. (CPE) and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from CPE. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that CPE is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this project to CPE.

Staff has determined that the additional additive items of \$130,200 and \$91,000 are necessary for this project and are to be included in the contract amount with CPE. Additionally, \$67,807 is required for construction contingency (10% of the contract value) and \$67,807 for the cost for engineering support services and City staff (10% of the contract value) to perform engineering, inspection, survey and project management services specific to this project during construction. The total estimated cost of the Project is \$813,686.40 (Base bid of \$456,872.40 + Additive item 1 of \$130,200 + Additive Item 2 of \$91,000 + contingency \$67,807 and support services \$67,807).

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

The Rose Avenue and Gary Drive Signal Project 183105 has expended the design grant and match funding. Approval of this action would require an appropriation of \$495,000 of grant award by the State/Local Grant Fund (219) and an appropriation of \$318,687 from the Air Pollution Buydown Fee Fund (118). The project qualifies for Air Pollution Buydown Fees pursuant to the City's intent to implement reasonable available transportation control measures from Ventura County Air Quality Management Plan. The estimated unaudited FY 2018/19 ending unassigned fund balance for the Pollution Buydown Fee Fund (118) is \$1,438,471 net of this appropriation request.

Prepared by Debbie O'Leary, Project Manager

ATTACHMENTS

Attachment A - Bid Tabulation

Attachment B - Agreement A-8128 with California Professional Engineering, Inc.

Attachment C – Budget Appropriation

ROSE AVENUE AND GARY DRIVE TRAFFIC SIGNAL PROJECT PW 18-74 STAT PROJECT NO. ATPL-5129(094)

Owner: City of Oxnard

Bids Received: 2/19/19				California Professional Engineering, Inc.		Taft Electric Company		STL Landscape, Inc.	
				929 Otterbein Avenue, Unit E La Puente, CA 91748		1694 Eastman Avenue Ventura, CA 93003		8122 Compton Avenue Los Angeles, CA 90001	
				#1		#2		#3	
Item #	Description	Unit of Measure	Evaluation Quantity	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
STREET IMPROVEMENT									
1	Mobilization/Demobilization	LS	1	\$17,000.00	\$17,000.00	\$12,343.00	\$12,343.00	\$30,000.00	\$30,000.00
2	Traffic Control And Public Convenience And Safety	LS	1	\$25,000.00	\$25,000.00	\$48,465.00	\$48,465.00	\$36,000.00	\$36,000.00
3	Storm Water Pollution Prevention Plan	LS	1	\$3,000.00	\$3,000.00	\$848.00	\$848.00	\$5,000.00	\$5,000.00
4	Unclassified Excavation	CY	95	\$80.40	\$7,638.00	\$71.05	\$6,749.75	\$300.00	\$28,500.00
5	Class 2 Aggregate Base	TN	20	\$150.00	\$3,000.00	\$106.05	\$2,121.00	\$250.00	\$5,000.00
6	Remove And Replace PCC Sidewalk	SF	990	\$14.40	\$14,256.00	\$10.87	\$10,761.30	\$12.00	\$11,880.00
7	Remove And Replace PCC Curb and Gutter (Type A2-6)	LF	100	\$102.00	\$10,200.00	\$76.36	\$7,636.00	\$250.00	\$25,000.00
8	Install PCC Curb Ramp, Case A Type 1	EA	2	\$3,000.00	\$6,000.00	\$2,121.00	\$4,242.00	\$5,000.00	\$10,000.00
9	Install PCC Curb Ramp, Case B Type 1	EA	1	\$4,200.00	\$4,200.00	\$3,181.50	\$3,181.50	\$5,500.00	\$5,500.00
10	Install Detectable Warning Surface on Existing Ramp	EA	1	\$660.00	\$660.00	\$583.30	\$583.30	\$1,000.00	\$1,000.00
11	Remove And Replace PCC Cross Gutter and Spandrel	SF	1870	\$30.00	\$56,100.00	\$23.33	\$43,627.10	\$30.00	\$56,100.00
12	Install Type IV Arrow Pavement Marking (T)	EA	3	\$147.60	\$442.80	\$159.10	\$477.30	\$300.00	\$900.00
13	Install Type VII (L) Arrow Pavement Marking (T)	EA	1	\$150.00	\$150.00	\$185.60	\$185.60	\$350.00	\$350.00
14	Install 12" Solid Yellow (T)	LF	680	\$6.48	\$4,406.40	\$5.30	\$3,604.00	\$10.00	\$6,800.00
15	Install 6' Solid White (T)	LF	200	\$1.80	\$360.00	\$1.06	\$212.00	\$2.00	\$400.00
16	Install Detail 22 (T)	LF	50	\$12.00	\$600.00	\$1.59	\$79.50	\$3.00	\$150.00
17	Install Detail 29 (T)	LF	25	\$12.00	\$300.00	\$2.12	\$53.00	\$4.00	\$100.00
18	Install Detail 38 (T)	LF	355	\$6.00	\$2,130.00	\$1.33	\$472.15	\$2.00	\$710.00
19	Install Detail 39 (T)	LF	15	\$1.20	\$18.00	\$1.06	\$15.90	\$2.00	\$30.00
20	Install Detail 39A (T)	LF	375	\$1.20	\$450.00	\$0.80	\$300.00	\$2.00	\$750.00
21	Grind Existing Stripe or Pavement Marking	SF	325	\$7.80	\$2,535.00	\$3.71	\$1,205.75	\$7.00	\$2,275.00
22	Install Traffic Signal	LS	1	\$295,653.00	\$295,653.00	\$328,555.00	\$328,555.00	\$365,000.00	\$365,000.00
23	Install Sign on Existing Post	EA	2	\$240.00	\$480.00	\$132.60	\$265.20	\$500.00	\$1,000.00
24	Install Sign and Post	EA	2	\$396.60	\$793.20	\$238.65	\$477.30	\$750.00	\$1,500.00
25	Remove Sign and Post	EA	3	\$500.00	\$1,500.00	\$106.90	\$320.70	\$250.00	\$750.00
BASE AMOUNT TOTAL SUBMITTED:					\$456,872.40		\$476,781.35		\$594,695.00
BASE AMOUNT TOTAL VERIFIED:					\$456,872.40		\$476,781.35		\$594,695.00

1	Interconnect (Conduit, Pullbox and Fiber Cable)	LF	2100	\$62.00	\$130,200.00		\$91,725.00	\$45.50	\$95,550.00
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Additive Item #2									
2	Interconnect (Conduit, Pullbox and Fiber Cable)	LF	1400	\$65.00	\$91,000.00		\$71,485.00	\$57.30	\$80,220.00

Subcontractors	Crosstown Electrical & Data	Subcontractors	Toro Enterprises, Inc.	Subcontractors	JFL Electric, Inc.
	Toro Enterprises, Inc.		Super Seal & Stripe		Super Seal & Stripe
	Chrisp Company		Statewide Traffic Safety & Signs		
	Caseland Survey		Crosstown Electrical & Data, Inc.		
	Advantage Directional Drilling				

**CITY OF OXNARD CONTRACT FOR
ROSE AVENUE AND GARY DRIVE TRAFFIC SIGNAL PROJECT
SPECIFICATION NO. PW 18-74
STATE PROJECT NO. ATPL-5129(094)**

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 CALIFORNIA PROFESSIONAL ENGINEERING, INC. ("Contractor"). Contractor's license number is 793907.

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

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

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Rose Avenue and Gary Drive Traffic Signal Project PW 18-74 State Project No. ATPL-5129(094) ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of eight hundred thirteen thousand dollars six hundred eighty six dollars and forty cents (\$813,686.40) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures continued on following page]

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

CITY OF OXNARD

CALIFORNIA PREFERRED ENGINEERING, INC.

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

Van Tan Nguyen, CEO² _____ Date

Phuong-Thao Nguyen, CFO _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-8128
300 West Third Street, Suite 302
Oxnard, California 93030

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

City of Oxnard
 Attn: Risk Manager
 Reference No. A-8128
 300 W. Third Street, Suite 302
 Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rev. 4/19

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the ACity@)		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: _____		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter=s representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1 INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3 SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4 CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5 PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6 SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: 2.1 Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany auto@); or 2.2 If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager Reference No. _ A-8128 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed _____	

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

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

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as ROSE AVENUE AND GARY DRIVE TRAFFIC SIGNAL PROJECT PW 18-74 STATE PROJECT NO. ATPL-5129(094).

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

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

(Name and address of Surety)

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

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

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

principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

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

a contract (the "Contract") for the Work described as ROSE AVENUE AND GARY DRIVE TRAFFIC SIGNAL PROJECT PW 18-74 STATE PROJECT NO. ATPL-5129(094).

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

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

(Name and address of Surety)

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

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

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

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

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

extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

authorized to transact business in the State of California.

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program _____
Manager: Debbie O'Leary

Date: April 16, 2019

Phone: x5283

Reason for Appropriation:

Recognize grant revenue and appropriate funds from the California Transportation Commission (CTC) Active Transportation Program (ATP) grant, and appropriate local funds from Fund 219 (State/Local - Multi-Year Grants), for the construction and engineering of new traffic signal and pedestrian improvements at Rose Avenue and Gary Drive.

Accounts and Descriptions

AMOUNT

Fund: **219- STATE/LOCAL-MULTI YEAR GRANTS**

Revenues/Transfers In

Rose Avenue & Gary Drive Signal (Project 183105)

219-3125-532.72-31 STATE GRANT REVENUES 495,000

Sub-total Expenditures 495,000

Expenditures/Transfers Out

Rose Avenue & Gary Drive Signal (Project 183105)

219-3125-826.86-10 CAPITAL OUTLAY / CONSTRUCTION OTHER 495,000

Sub-total Expenditures 495,000

Net Change to Fund Balance 0

Fund: **118- AIR POLLUTION BUYDOWN FEE**

Expenditures/Transfers Out

Rose Avenue & Gary Drive Signal (Project 183105)

118-3125-826.86-10 CAPITAL OUTLAY / CONSTRUCTION OTHER 250,880

118-3125-826.82-09 CONTRACTS AND SERVICES/SVCS-OTHER PROF/CONTR 33,903

118-3125-826.84-51 SERVICES FROM OTHER PROG 33,903

Sub-total Expenditures 318,686

Net Change to Fund Balance (318,686)

Net Appropriation Change 813,686

Approvals

Department Director 

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only) _____

BA DOC.# (Finance) _____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 3/24/2012

Rosemarie Gaglione, Public Works Director, will be out of the office today through tomorrow, March 21, 2019.

In her absence, Brian Yanez, will be Acting Public Works Director. Mr. Yanez may be reached at 200.5412.

Thank you.



Rosa Solis

Public Works Administration

305 West Third Street, Third Floor, East Wing

Oxnard, California 93030

rosa.solis@oxnard.org

805.385.8281 direct line

ROSE AVENUE AT GARY DRIVE NEW TRAFFIC SIGNAL & PEDESTRIAN IMPROVEMENTS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE PRESENTATION

April 9, 2019

Hoon Hahn
City Engineer



STATE GRANT APPLICATION

The City of Oxnard applied for and received a grant through the State Active Transportation Program (ATP) from the California Transportation Committee (CTC) to improve the intersection of Rose Avenue and Gary Drive.

Scope includes:

- New traffic signal
- Crosswalks and ADA improvements on all four corners of the intersection
- Intersection lighting

GARY DRIVE – WESTBOUND FROM OXNARD COLLEGE



3

ROSE AVENUE – NORTHBOUND AT GARY DRIVE



4



BACKGROUND

- The Rose Avenue and Gary Drive intersection is between Oxnard College and Channel Islands High School (CIHS).
- Oxnard College, has an Educational Assistance Center (EAC) serving CIHS students who require special accommodations.
- Travel between the two schools takes place at all times of the day. Often times students are driven across the street, or walk the quarter mile north to use the signalized crossing at Raiders Way and Rose Avenue.

STATE GRANT FUNDING

- To improve conditions and signalize the intersection, the City was awarded an Active Transportation Program grant through the CTC.
- The grant includes design and construction of a new traffic signal at Rose Avenue and Gary Drive, crosswalk improvements on all four corners, and enhanced lighting.
- The total grant award is \$510,000 with \$57,000 as the required local match. The City has expended \$15,000 of the grant on design.
- The remaining \$495,000 construction grant includes furnishing all labor, materials, equipment and other incidentals to install the traffic signal at Rose Avenue and Gary Drive and improve pedestrian access at the intersection.

7

BID

- The notice inviting formal bids (NIFB) was published on January 17, 2019 with bids due on February 19, 2019.
- Bidders were asked for a base bid price and two additional additive items for interconnection of the signals. The lowest bid was determined on the basis of the lowest base amount without considering the amounts listed for the additive items. The City received the following base bids:
 - California Professional Engineering, Inc.: \$456,872.40
 - Taft Electric Company: \$476,781.35
 - STL Landscape, Inc.: \$594,695.00
- Based upon this formula, the lowest bidder is California Professional Engineering, Inc. and its bid is responsive to the City's NIFB.

8

RECOMMENDATION

1. Award and authorize the Mayor to execute Agreement A-8128 in the amount of \$678,072.40 with California Professional Engineering, Inc. for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74 State Project No. ATPL-5129 (094);
2. Approve \$67,807 for Project contingency for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74;
3. Approve \$67,807 for construction engineering, inspection, labor compliance and project management for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74; and
4. Approve an appropriation of \$495,000 from the State/Local Grant Fund (219) and \$318,686 from the Air Pollution Buydown Fee Fund (118) for the Rose Avenue and Gary Drive Signal Project 183105.

9



QUESTIONS?

10



**PUBLIC WORKS AND
TRANSPORTATION
COMMITTEE**

AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 4

DATE: April 9, 2019

TO: Public Works and Transportation Committee

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

SUBJECT: Award Agreement A-8131 On-Call Mechanical Facility Repair, Maintenance, Replacement and Construction Services Project to Toro Enterprises, Inc. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8131 to the lowest responsible bidder, Toro Enterprises, Inc., for a three year term for an amount up to \$4,500,000 for on-call mechanical facility repair, maintenance, replacement and construction services.

BACKGROUND

The Public Works Department is comprised of multiple divisions including environmental resources; water; wastewater; recycled water; storm water; parks; facility maintenance; fleet; transportation; and engineering, all of which require non-scheduled or unplanned repair and maintenance of facilities and infrastructure from time-to-time. In order to avoid regulatory non-compliance, public health and safety hazards, property and/or environmental damage, the work must be completed with urgency, requiring quick response from a contractor. To respond promptly to these unplanned infrastructure failures the Department requires an on-call contract with a qualified contractor or contractor team that has diverse technical capabilities and the ability to respond quickly to the City's needs.

The Department inspects infrastructure and facilities to identify and plan for needed repairs and replacement of assets. Identified projects are planned and budgeted through the annual budgeting process. These planned projects follow a process that includes planning, designing, scheduling, bidding and constructing the improvements. Projects are budgeted through either the operation and maintenance budget or as a capital improvement project. When there is an unexpected failure, a contractual mechanism is required to be able to respond quickly to rectify the situation. This has been accomplished through the requested On-Call Mechanical Facility, Repair, Maintenance, Replacement and Construction Service Contract.

The City has maintained similar contracts for many years to streamline the contracting process, allowing for quick response to unplanned repair needs. Assignments have ranged from relatively small projects such as a water main break to large projects such as a sewer pipe collapse.

The work for this project includes furnishing all labor, materials, equipment and other incidentals to provide on-call mechanical facility repair, maintenance, replacement, and construction services for the Public Works Department. The work under this agreement will be at prevailing wage rates and through task orders issued prior to the start of any work.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on January 10, 2019, and all bids were due on February 13, 2019. The bid requested rates and costs on a variety of services for the purpose of evaluation and these rates will be utilized in the final agreement. The City received the bids listed below based on the requested rates and costs (as more fully detailed in the attached Bid Tabulation) and the lowest bidder was determined by the total of those rates:

Toro Enterprises, Inc.:	\$3,555.00
Downstream Services, Inc:	\$5,660.00
PUB Construction, Inc.:	\$41,708.00

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

Projects to be completed by contractor are categorized as follows:

Non- Scheduled Urgent Repair Work

Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within one (1) hour of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

Scheduled Repair and Maintenance Work

Contractor must verbally respond within twenty four (24) hours of telephone notification by the City. The scope of work and schedule shall be mutually agreed to between City staff and the Contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

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

All work to be performed will require the department staff to review and verify funding availability prior to commencing work. Each Division within Public Works provides funding for this work within their annual budgets based on needs. Amounts which exceed the budgeted amounts will be brought to Council for appropriation prior to commencing work.

Prepared by Renee Hatcher, Project Coordinator.

ATTACHMENTS

Attachment A - Bid Tabulation

Attachment B - Agreement A-8131 with Toro Enterprises, 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 MECHANICAL FACILITY REPAIR, MAINTENANCE, REPLACEMENT AND CONSTRUCTION SERVICES PROJECT SPECIFICATION NO PW 19-40							
Owner: City of Oxnard Bids Received 2/13/19		Toro Enterprises, Inc.					
		2101 E. Ventura Blvd Oxnard, CA 93036					
		#1					
ITEM NO.	DESCRIPTION	RATES			TOTAL OF RATES		
	Non-Scheduled Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm -7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **			
1	Foreman	\$109.00	\$122.00	\$151.00	\$382.00		
2	Equipment Operator	\$95.00	\$115.00	\$142.00	\$352.00		
3	Laborer	\$79.00	\$90.00	\$112.00	\$281.00		
4	Superintendent	\$60.00	\$90.00	\$120.00	\$270.00		
5	Air Compressor	\$25.00	\$25.00	\$25.00	\$75.00		
6	Service Truck	\$40.00	\$40.00	\$40.00	\$120.00		
7	Backhoe Caterpillar 420 or equal	\$49.00	\$49.00	\$49.00	\$147.00		
8	Bobtail Dump Truck	\$32.00	\$32.00	\$32.00	\$96.00		
9	150 GPM Pump with 20-ft Hose	\$8.00	\$8.00	\$8.00	\$24.00		
10	Traffic Control, No Flaggers, 8 Hr Day	\$28.00	\$28.00	\$28.00	\$84.00		
11	Stihl TS 500 or Equal Saw	\$5.00	\$5.00	\$5.00	\$15.00		
12	Multiquip MTX70 or Equal Compaction Unit	\$18.00	\$18.00	\$18.00	\$54.00		
	Scheduled Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm					
27	Foreman	\$109.00			\$109.00		
28	Equipment Operator	\$95.00			\$95.00		
29	Laborer	\$79.00			\$79.00		
30	Superintendent	\$60.00			\$60.00		
31	Air Compressor	\$25.00			\$25.00		
32	Service Truck	\$40.00			\$40.00		
33	Backhoe Caterpillar 420 or equal	\$49.00			\$49.00		
34	Bobtail Dump Truck	\$32.00			\$32.00		
35	150 GPM Pump with 20-ft Hose	\$8.00			\$8.00		
36	Traffic Control, No Flaggers, 8 Hr Day	\$28.00			\$28.00		
37	Stihl TS 500 or Equal Saw	\$5.00			\$5.00		
38	Multiquip MTX70 or Equal Compaction Unit	\$18.00			\$18.00		
39	Engineering Plans for Trenching Work	Hourly			\$300.00		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY				TOTAL OF RATES
			0-100 SF	101-300 SF	301-500 SF	501-800 SF	
40	Cost per square foot for 6-inch asphalt dig out and repairs	SF	\$80.00	\$40.00	\$35.00	\$30.00	\$185.00
41	Cost per square foot for 12-inch asphalt dig out and repairs	SF	\$140.00	\$60.00	\$55.00	\$52.00	\$307.00
42	Cost per square foot for traffic symbol painting	SF	\$60.00	\$12.00	\$10.00	\$8.00	\$90.00
			0-100 LF	101-300 LF	301-500 LF	501-800 LF	
43	Cost per linear foot for asbestos pipe disposal	LF	\$85.00	\$70.00	\$58.00	\$42.00	\$225.00
TOTAL BID SUBMITTED:						\$3,585.00	
TOTAL BID VERIFIED: **						\$3,555.00	
** Total Bid Amount Corrected						Subcontractors None	

Downstream Services, Inc.				
2855 Progress Place Escondido, CA 92029				
#2				
RATES				TOTAL OF RATES
Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm -7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **		
\$210.00	\$250.00	\$300.00	\$760.00	
\$195.00	\$230.00	\$275.00	\$700.00	
\$175.00	\$210.00	\$250.00	\$635.00	
\$210.00	\$250.00	\$300.00	\$760.00	
\$25.00	\$30.00	\$35.00	\$90.00	
\$55.00	\$65.00	\$75.00	\$195.00	
\$65.00	\$75.00	\$85.00	\$225.00	
\$65.00	\$75.00	\$85.00	\$225.00	
\$25.00	\$30.00	\$35.00	\$90.00	
\$65.00	\$75.00	\$85.00	\$225.00	
\$20.00	\$25.00	\$30.00	\$75.00	
\$20.00	\$25.00	\$30.00	\$75.00	
Hourly Rate Monday-Friday 8:00am-5:00pm				
\$155.00			\$155.00	
\$145.00			\$145.00	
\$130.00			\$130.00	
\$155.00			\$155.00	
\$20.00			\$20.00	
\$40.00			\$40.00	
\$50.00			\$50.00	
\$50.00			\$50.00	
\$25.00			\$25.00	
\$50.00			\$50.00	
\$15.00			\$15.00	
\$15.00			\$15.00	
Hourly			\$135.00	
EVALUATION QUANTITY				TOTAL OF RATES
0-100 SF	101-300 SF	301-500 SF	501-800 SF	
\$95.00	\$55.00	\$37.00	\$30.00	\$217.00
\$105.00	\$60.00	\$43.00	\$35.00	\$243.00
\$10.00	\$8.00	\$6.00	\$6.00	\$30.00
0-100 LF	101-300 LF	301-500 LF	501-800 LF	
\$60.00	\$30.00	\$20.00	\$20.00	\$130.00
TOTAL BID SUBMITTED:				\$5,660.00
TOTAL BID VERIFIED:				\$5,660.00
Subcontractors				None

PUB Construction, Inc.				
23545 Palomino Drive, #104 Diamond Bar, CA 91765				
#3				
RATES				TOTAL OF RATES
Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm -7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **		
\$180.00	\$270.00	\$360.00	\$810.00	
\$220.00	\$330.00	\$440.00	\$990.00	
\$160.00	\$240.00	\$320.00	\$720.00	
\$250.00	\$375.00	\$500.00	\$1,125.00	
\$290.00	\$435.00	\$580.00	\$1,305.00	
\$342.00	\$513.00	\$1,026.00	\$1,881.00	
\$540.00	\$810.00	\$1,080.00	\$2,430.00	
\$512.00	\$768.00	\$1,024.00	\$2,304.00	
\$210.00	\$315.00	\$420.00	\$945.00	
\$260.00	\$390.00	\$520.00	\$1,170.00	
\$230.00	\$345.00	\$460.00	\$1,035.00	
\$290.00	\$435.00	\$580.00	\$1,305.00	
Hourly Rate Monday-Friday 8:00am-5:00pm				
\$140.00			\$140.00	
\$176.00			\$176.00	
\$128.00			\$128.00	
\$200.00			\$200.00	
\$232.00			\$232.00	
\$274.00			\$274.00	
\$432.00			\$432.00	
\$410.00			\$410.00	
\$168.00			\$168.00	
\$208.00			\$208.00	
\$184.00			\$184.00	
\$232.00			\$232.00	
Hourly			\$150.00	

EVALUATION QUANTITY				TOTAL OF RATES
0-100 SF	101-300 SF	301-500 SF	501-800 SF	
\$1,640.00	\$1,640.00	\$1,640.00	\$1,312.00	\$6,232.00
\$2,460.00	\$2,460.00	\$2,460.00	\$1,968.00	\$9,348.00
\$890.00	\$890.00	\$890.00	\$712.00	\$3,382.00
0-100 LF	101-300 LF	301-500 LF	501-800 LF	
\$998.00	\$998.00	\$998.00	\$798.00	\$3,792.00

TOTAL BID SUBMITTED:	\$41,708.00
TOTAL BID VERIFIED:	\$41,708.00

Subcontractors	New Vision Construction
	Horizon Construction Co.
	Pro Team Painter
	All Pro HVAC

**CITY OF OXNARD CONTRACT FOR
ON-CALL MECHANICAL FACILITY REPAIR, MAINTENANCE, REPLACEMENT AND
CONSTRUCTION SERVICES PROJECT SPECIFICATION NO. PW 19-04**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC. ("Contractor"). Contractor's license number is 710580.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the 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 On-Call Mechanical Facility Repair, Maintenance, Replacement and Construction Services Project Specification No. PW 19-04 ("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 four million five hundred thousand dollars (\$4,500,000).
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

[signatures continue on following page]

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

CITY OF OXNARD

TORO ENTERPRISES, INC.

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

Sean Castillo, President² _____ Date _____

Jerry Hannigan, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

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

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. A-8131
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No A-8131

P.O. Box 100085 - OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE

- ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

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

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

Name: _____

Address: _____

Telephone: (_____) _____

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

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

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

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

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

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

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

2.1 Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No A-8131

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 _____

[illegible]

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

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

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

a contract (the “Contract”) for the Work described as On-Call Mechanical Facility Repair, Maintenance, Replacement and Construction Services Project Specification No. PW 19-04 (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 On-Call Mechanical Facility Repair, Maintenance, Replacement and Construction Services Project Specification No. PW 19-04 (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

REVISED

**BID SHEETS FOR ON-CALL MECHANICAL FACILITY REPAIR, MAINTENANCE,
REPLACEMENT AND CONSTRUCTION SERVICES PROJECT
SPECIFICATION NO. PW 19-04**

Bidder's Name: TORO ENTERPRISES, INC.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, 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	RATES			TOTAL OF RATES
	Non-Scheduled Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm - 7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **	
1	Foreman	\$ 109.-/hr	\$ /hr 122.-	\$ /hr 151.-	\$ 382.- /hr
2	Equipment Operator	\$ 95.-/hr	\$ /hr 115.-	\$ /hr 142.-	\$ 352.- /hr
3	Laborer	\$ 79.-/hr	\$ /hr 90.-	\$ /hr 112.-	\$ 281.- /hr
4	Superintendent	\$ 60.-/hr	\$ /hr 90.-	\$ /hr 120.-	\$ 270.- /hr
5	Air Compressor	\$ 25.-/hr	\$ /hr 25.-	\$ /hr 25.-	\$ 75.- /hr
6	Service Truck	\$ 40.-/hr	\$ /hr 40.-	\$ /hr 40.-	\$ 120.- /hr
7	Backhoe Caterpillar 420 or equal	\$ 49.-/hr	\$ /hr 49.-	\$ /hr 49.-	\$ 147.- /hr
8	Bobtail Dump Truck	\$ 32.-/hr	\$ /hr 32.-	\$ /hr 32.-	\$ 96.- /hr
9	150 GPM Pump with 20-ft Hose	\$ 8.-/hr	\$ /hr 8.-	\$ /hr 8.-	\$ 24.- /hr
10	Traffic Control, No Flaggers, 8 Hr Day	\$ 28.-/hr	\$ /hr 28.-	\$ /hr 28.-	\$ 84.- /hr

11	Stihl TS 500 or Equal Saw	\$ 5.- /hr	\$ /hr 5.-	\$ /hr 5.-	\$ 15.- /hr
12	Multiquip MTX70 or Equal Compaction Unit	\$ 18.- /hr	\$ 18.- /hr	\$ /hr 18.-	\$ 54.- /hr
	Scheduled Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm			Total of Rates
27	Foreman	\$ 109.- /hr			\$ 109.- /hr
28	Equipment Operator	\$ 95.- /hr			\$ 95.- /hr
29	Laborer	\$ 79.- /hr			\$ 79.- /hr
30	Superintendent	\$ 60.- /hr			\$ 60.- /hr
31	Air Compressor	\$ 25.- /hr			\$ 25.- /hr
32	Service Truck	\$ 40.- /hr			\$ 40.- /hr
33	Backhoe Caterpillar 420 or equal	\$ 49.- /hr			\$ 49.- /hr
34	Bobtail Dump Truck	\$ 32.- /hr			\$ 32.- /hr
35	150 GPM Pump with 20-ft Hose	\$ 8.- /hr			\$ 8.- /hr
36	Traffic Control, No Flaggers, 8 Hr Day	\$ 28.- /hr			\$ 28.- /hr
37	Stihl TS 500 or Equal Saw	\$ 5.- /hr			\$ 5.- /hr
38	Multiquip MTX70 or Equal Compaction Unit	\$ 18.- /hr			\$ 18.- /hr
ITEM NO.	DESCRIPTION	UNIT OF MEASURE			TOTAL OF RATES
39	Engineering Plans for Trenching Work	300.- Hourly			\$ 300.- /hr

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY				TOTAL OF RATES
			0-100 SF	101-300 SF	301-500 SF	501-800 SF	
40	Cost per square foot for 6-inch asphalt dig out and repairs	SF	\$ 80.-	\$ 40.-	\$ 35.-	\$ 30.-	\$ 185.-
41	Cost per square foot for 12-inch asphalt dig out and repairs	SF	\$ 140.-	\$ 60.-	\$ 55.-	\$ 52.-	\$ 307.-
42	Cost per square foot for traffic symbol painting	SF	\$ 60.-	\$ 12.-	\$ 10.-	\$ 8.-	\$ 90.-
			0-100 LF	101-300 LF	301-500 LF	501-800 LF	
43	Cost per linear foot for asbestos pipe disposal	LF	85.-	70.-	58.-	42.-	\$ 225.-
TOTAL BID PRICE (TOTAL OF ALL RATES)						\$ 3,585.-	

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

BID PRICE IN DIGITS: \$ 3,585.-

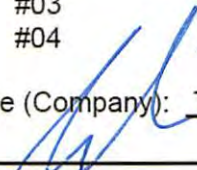
BID PRICE IN WORDS: Three Thousand, Five Hundred Five Dollars.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
 #01 02-11-2019
 #02 _____
 #03 _____
 #04 _____

Addendum: Date Received:
 #05 _____
 #06 _____
 #07 _____
 #08 _____

Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: 

Title: PRESIDENT

Print: SEAN CASTILLO

Date: 02/12/19

ON-CALL MECHANICAL FACILITY REPAIR, MAINTENANCE,
REPLACEMENT AND CONSTRUCTION SERVICES
TO
TORO ENTERPRISES, INC.

Public Works and Transportation Committee
April 9, 2019



RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8131 to the lowest responsible bidder, Toro Enterprises, Inc., for a three year term for an amount up to \$4,500,000 for on-call mechanical facility repair, maintenance, replacement and construction services.

BACKGROUND

- Renewal of On-Call Mechanical Facility Repair, Maintenance, Replacement and Construction Services.
- Contract will be available to all Public Works Divisions.
- To be used for unforeseen facility and infrastructure failures.
- \$4.5 Million for 3 year term.

3

BID SUMMARY

- Notice inviting formal bids published on January 10, 2019.
- Bids due February 13, 2019.
- 3 Total bids were received.
 - Toro Enterprises, Inc.
 - Downstream Services, Inc.
 - PUB Construction, Inc.
- Toro Enterprises, Inc. determined to be the lowest responsive bidder.

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EXAMPLE PROJECTS - SECONDARY EFFLUENT PIPE REPAIR

- May 2018
- Repair of the 48" failed secondary effluent pipe at the Wastewater Treatment Plant.
- Total Cost \$229,291.69



5

EXAMPLE PROJECTS – CENTRAL TRUNK SEWER FAILURE

- January 2017
- Repair of the failed sanitary sewer beneath the railroad tracks near Fifth Street.
- Total Cost \$169,536.50



Congratulations to our 2017 Projects of the Year!

Category	Project Name	Agency/Owner
Transportation	Thousand Oaks Blvd Utility Undergrounding	City of Thousand Oaks
Transportation	Las Virgenes Rd Scenic Corridor Widening	City of Calabasas
Environmental	Raptor Pilot Study	VCWPD
Structures	VCMC Hospital Replacement Wing	County of Ventura
Emergency Repair	Central Trunk Sewer Failure Repair	City of Oxnard



EXAMPLE PROJECTS - WATER PIPE REPAIR AT THE AWPf

- January 2019
- Emergency repair to replace the damaged clean in place piping at the Advanced Water Purification Facility
- Total Cost \$7,368.91



7

QUESTIONS?



**PUBLIC WORKS AND
TRANSPORTATION
COMMITTEE**

AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 5

DATE: April 9, 2019

TO: Public Works and Transportation Committee

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

SUBJECT: Approval of Third Amendment to Agreement for Trade Services with Weck Laboratories, Inc. for processing water testing samples for the Channel Islands Water Quality Issue. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. A-7583 with Weck Laboratories, Inc. to:

- (1) Add the Special Districts Division to the Agreement's Scope of Services; and
- (2) Increase the value of the Agreement from \$900,000 to \$960,000 for ongoing services relating to the Channel Islands Harbor water quality issue.

BACKGROUND

In June 2018, the Channel Islands Harbor experienced a degradation event, resulting in discoloration of the water and a small amount of marine life death. The areas most affected were in the back basins between Westport and Seabridge Community Facilities Districts. On November 13, 2018, the City Council approved the First Amendment to Agreement No. A-8093 to provide for water quality sampling, nutrient analysis, program management and presentations to the public through Aquatic Bioassay & Consulting Laboratories, Inc. As part of this agreement, the City would submit the water quality testing samples through our contract with WECK Laborites, Inc. for analysis.

DISCUSSION

Weck Laboratories, Inc. currently provides services to the City's Water, Wastewater and Recycled Water Divisions of Public Works. The Third Amendment to Agreement A-7583 with

Weck Laboratories, Inc. is to provide funding to the Special Districts Division of Public Works analysis of the water quality samples taken by the City's consultant, Aquatic Bioassay & Consulting, Inc. for the analysis. This testing is being used to collect data as it related to the Water Quality Issue in the Channel Islands Harbor and its surrounding waterways.

STRATEGIC PRIORITIES

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

- Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

No additional funding is required for this amendment. Funding is available through the contingency line items within the FY18/19 operating budgets. Costs for the Third Amendment are allocated as follows:

District	Account Number	Amount
Waterways Zone 1 – Mandalay Bay	121-1606-805-8229	\$32,400
Waterways Zone 2 – Harbour Island	177-1606-805-8229	\$5,302
Westport CFD 2	175-1606-805-8229	\$7,658
Seabridge CFD 4	173-1606-805-8229	\$13,550
Contingency		\$1,090
	TOTAL AMENDMENT	\$60,000

Prepared by Jeri Cooper, Project Manager.

ATTACHMENTS

Attachment A - A-7583 Third Amendment
Attachment B - A-7583 Second Amendment
Attachment C - A-7583 First Amendment

THIRD AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of _____, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Weck Laboratories, Inc. ("Vendor"). This Third Amendment amends the Agreement entered into on May 7, 2013, by City and Vendor. The Agreement previously has been amended on May 19, 2016, by a First Amendment, and on June 6, 2017, by a Second Amendment.

City and Vendor agree as follows:

1. In Section 4 of the Agreement, the "total amount not to exceed of \$900,000" is deleted and replaced with, "total amount not to exceed of \$960,000."
2. In Section 4 of the Agreement, the sentence "Separate invoices for Water, Wastewater, and Recycled Water services shall be provided when samples are submitted on separate chain-of-custody forms," is deleted in its entirety and replaced with, "Separate invoices for Water, Wastewater, Recycled Water and Special Districts services shall be provided when samples are submitted on separate chain-of-custody forms."
3. In Section 12 of the Agreement, the following City mail address is added:

"City of Oxnard
Special Districts
1060 Pacific Avenue
Oxnard, CA 93030
Attn: Division Manager"
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

WECK LABORATORIES, INC.

☒ Tim Flynn, Mayor
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name], Buyer

Date

Alfredo Pierri, President

Date

Cecilia Pierri, Secretary

Date

ATTEST:

Michelle Ascencion, City Clerk
(only if Mayor signs)

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney
(always required)

Date

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of June, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Weck Laboratories, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on May 7, 2013, by City and Vendor. The Agreement previously has been amended on May 19, 2016, by a First Amendment.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "May 7, 2017" is deleted and replaced with the date "May 7, 2020."

2. The following line item is added to Exhibit C:

Frequency	Approx Qty.	Item Description	Method	Unit Price	Extended Price
Anytime other than Tuesday and Wednesday	N/A	Pick-ups on non-routine days	N/A	\$180	N/A

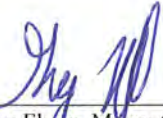
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT



☐ Tim Flynn, Mayor (if agreement is \$250,000.01 or more) Date 6-7-17
☒ Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00)
☐ [name], Purchasing Agent (if agreement is up to \$25,000.00)

Alfredo Pierri, President Date

Cecilia Pierri, President Date

ATTEST:

N/A

Michelle Ascencion, City Clerk Date
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

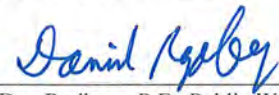


Stephen M. Fischer, City Attorney Date 5/2/17
(required for any agreement amount)

APPROVED AS TO CONTENT:



Omar Castro, Water Division Manager (required Date
for any agreement amount)



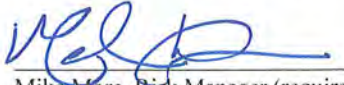
Dan Rydberg, P.E., Public Works Director (if Date
agreement is \$25,000.01 or more) 5-10-17

APPROVED AS TO AMOUNT:



Ruth Osuna, Assistant City Manager (if Date
agreement is \$250,000.01 or more) 6-7-17

APPROVED AS TO INSURANCE:



Mike More, Risk Manager (required Date
for any agreement amount) 5-17-17

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.

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

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT

☐ Tim Flynn, Mayor (if agreement is \$250,000.01 or more) _____ Date _____
☒ Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00) _____
☐ [name], Purchasing Agent (if agreement is up to \$25,000.00) _____

 _____ 5/3/17
Alfredo Pierri, President _____ Date _____
 _____ 5/3/17
Cecilia Pierri, ~~President~~ Secretary _____ Date _____

ATTEST:

Michelle Ascencion, City Clerk _____ Date _____
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

 _____ 5/2/17
Stephen M. Fischer, City Attorney _____ Date _____
(required for any agreement amount)

APPROVED AS TO CONTENT:

Omar Castro, Water Division Manager (required for any agreement amount) _____ Date _____

Dan Rydberg, P.E., Public Works Director (if agreement is \$25,000.01 or more) _____ Date _____

APPROVED AS TO AMOUNT:

Ruth Ozuna, Assistant City Manager (if agreement is \$250,000.01 or more) _____ Date _____

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required for any agreement amount) _____ Date _____

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Spectrum Risk Management 74 Discovery Irvine, CA 92618 www.spectrumrisk.com 0C77485	CONTACT NAME: Account Manager PHONE (A/C, No, Ext): 949-756-5730 FAX (A/C, No): 949-756-5740 E-MAIL ADDRESS: office@spectrumrisk.com INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Company INSURER B: American Fire and Casualty Company INSURER C: Republic Indemnity Company of America INSURER D: INSURER E: INSURER F:
INSURED Weck Laboratories, Inc. Weck Analytical Environmental Services, Inc. 14859 East Clark Avenue City of Industry CA 91745	NAIC # 10851 24066 22179

COVERAGES

CERTIFICATE NUMBER: 35029892

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒		EF4ML0532 7 161	6/22/2016	6/22/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☒	BAA (18) 55 99 57 10	4/9/2017	4/9/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N/A	☒	177031-09	4/9/2017	4/9/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made			EF4ML0532 7 161	6/22/2016	6/22/2017	Aggregate: \$2,000,000 Each Incident: \$2,000,000 Deductible: \$5,000 each incident Retro Date: 6/22/1995

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reference #4385-08-DS City of Oxnard, its City Council, officers, employees, agents and volunteers are an Additional Insured as required by written contract with named insured per attached policy form CG 2037 as respects to general liability. GL deductible is \$5,000 per occurrence. Primary and non contributory terms apply to general liability per attached policy form ECG2458812/15. Auto liability additional insured terms apply per attached policy form CA8810. Auto Liability and Work Comp waiver of subrogation applies per attached endorsements.

CERTIFICATE HOLDER

City of Oxnard
300 West Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Victor Farfan

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Spectrum Risk Management		NAMED INSURED Weck Laboratories, Inc. Weck Analytical Environmental Services, Inc. 14859 East Clark Avenue City of Industry CA 91745
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Oxnard

ADDRESS: 300 West Third Street, Suite 302 Oxnard CA 93030

CANCELLATION CLAUSE - REVISED LANGUAGE

AS REQUIRED BY LICENSING AND STATUTORY REGULATIONS, THE NEW EDITION OF THE ACORD 25 CERTIFICATE OF LIABILITY INSURANCE (2016/03) IS BEING IMPLEMENTED. THE CANCELLATION CLAUSE HAS BEEN MODIFIED AND CAN NO LONGER BE AMENDED.

POLICY NUMBER: EF4ML0532 7 161

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY PROVISION – YOUR ONGOING AND/OR COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART
MOTOR VEHICLES POLLUTION LIABILITY COVERAGE PART

Paragraph 4., **Other Insurance of Conditions (Section IV)** is amended by the addition of the following:

If other liability insurance similar to this insurance listing as a Named Insured a person or organization that is:

- a. An owner of real or personal property on which you are performing operations; or
- b. A contractor on whose behalf you are performing operations,

and this policy names those persons or organizations as additional insureds for those operations, then this insurance is primary to that other insurance, and that other insurance shall not contribute to amounts payable under this insurance, for liability arising out of your ongoing and/or completed operations performed for that person or organization under a written contract which requires that this insurance be primary. However, this does not apply if the written contract was not executed prior to the date that your operations for that person or organization commenced.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Spectrum Risk Management 74 Discovery Irvine, CA 92618		CONTACT NAME: Account Manager	
www.spectrumrisk.com		PHONE (A/C, No, Ext): 949-756-5730	FAX (A/C, No): 949-756-5740
OC77485		E-MAIL ADDRESS: office@spectrumrisk.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Everest Indemnity Insurance Company	NAIC # 10851
		INSURER B: American Fire and Casualty Company	24066
		INSURER C: Republic Indemnity Company of America	22179
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 30522037**REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒		EF4ML0532 7 161	6/22/2016	6/22/2017	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	☒	☒	BAA (17) 55 99 57 10	3/4/2016	3/4/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☒	Y/N	177031-08	4/9/2016	4/9/2017	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Professional Liability Claims Made			EF4ML0532 7 161	6/22/2016	6/22/2017	Aggregate: \$2,000,000 Each Incident: \$2,000,000 Deductible: \$5,000 each incident Retro Date: 6/22/1995

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reference #4385-08-DS City of Oxnard, its City Council, officers, employees, agents and volunteers are an Additional Insured as required by written contract with named insured per attached policy form CG 2037 as respects to general liability. GL deductible is \$5,000 per occurrence. Primary and non contributory terms apply to general liability per attached policy form ECG2458812/15. Auto liability additional insured terms apply per attached policy form CA8810. Auto Liability and Work Comp waiver of subrogation applies per attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard
300 West Third Street, Suite 302
Oxnard CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Victor Farfan

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**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Spectrum Risk Management		NAMED INSURED Weck Laboratories, Inc. Weck Analytical Environmental Services, Inc. 14859 East Clark Avenue City of Industry CA 91745
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)**HOLDER:** City of Oxnard**ADDRESS:** 300 West Third Street, Suite 302 Oxnard CA 93030

CANCELLATION CLAUSE - REVISED LANGUAGE

AS REQUIRED BY LICENSING AND STATUTORY REGULATIONS, THE NEW EDITION OF THE ACORD 25 CERTIFICATE OF LIABILITY INSURANCE (2010/05) IS BEING IMPLEMENTED. THE CANCELLATION CLAUSE HAS BEEN MODIFIED AND CAN NO LONGER BE AMENDED.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket where required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: EF4ML0532 7 161

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY PROVISION – YOUR ONGOING AND/OR COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART
MOTOR VEHICLES POLLUTION LIABILITY COVERAGE PART

Paragraph 4., **Other Insurance of Conditions (Section IV)** is amended by the addition of the following:

If other liability insurance similar to this insurance listing as a Named Insured a person or organization that is:

- a. An owner of real or personal property on which you are performing operations; or
- b. A contractor on whose behalf you are performing operations,

and this policy names those persons or organizations as additional insureds for those operations, then this insurance is primary to that other insurance, and that other insurance shall not contribute to amounts payable under this insurance, for liability arising out of your ongoing and/or completed operations performed for that person or organization under a written contract which requires that this insurance be primary. However, this does not apply if the written contract was not executed prior to the date that your operations for that person or organization commenced.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following: "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

- A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

- B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **B.7.**, Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph **A.** - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
BAA (17) 55 99 57 10
Policy Period:
From 03/04/2016 To 03/04/2017
Endorsement Period:
From 03/04/2016 to 03/04/2017
12:01 am Standard Time
at Insured Mailing Location

Policy Change Endorsement

Named Insured & Mailing Address

WECK LABORATORIES, INC
14859 EAST CLARK AVE
CITY OF INDUSTRY, CA 91745

Agent Mailing Address & Phone No.

(949) 756-5730
SPECTRUM RISK MANAGEMENT & INS
74 DISCOVERY
IRVINE, CA 92618-3105

CHANGES TO POLICY - TRANSACTION # 2

This Policy Change Endorsement Results In A Change In The Charges As Follows:

No Change in Premium

Description of Change(s)

Adding Waiver of Subrogation CA8862 0113
effective 05/17/2016: City of Oxnard, Risk
Manager, Reference No. Agreement A-7583, 300
West Third Street, Suite 302, Oxnard, California
93030.

Servicing Office Southern California
and Issue Date 04/29/16

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
BAA (17) 55 99 57 10
Policy Period:
From 03/04/2016 To 03/04/2017
Endorsement Period:
From 03/04/2016 to 03/04/2017
12:01 am Standard Time
at Insured Mailing Location

Policy Change Endorsement

Named Insured

WECK LABORATORIES, INC

Agent

(949) 756-5730
SPECTRUM RISK MANAGEMENT & INS

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

These Forms and Endorsements were included in your original policy. An asterisk(*) indicates a new or updated version is included in this package.

FORM NUMBER	TITLE
-------------	-------

AC 00 31 01 14	Changes in Your Policy
AC 84 70 05 15	Punitive or Exemplary Damages Exclusion - CA
CA 00 01 03 06	Business Auto Coverage Form
CA 01 43 05 07	California Changes
CA 20 48 02 99	Designated Insured
CA 21 54 09 09	California Uninsured Motorists Coverage - Bodily Injury
CA 23 85 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism
CA 85 47 12 93	Temporary Substitute Auto - Physical Damage Insurance
CA 85 53 12 93	Recreational Trailers and Boat Trailers
CA 88 10 01 13	Business Auto Coverage Enhancement Endorsement
*CA 88 62 01 13	Waiver of Transfer of Right of Recovery Against Others to Us
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 02 70 09 12	California Changes - Cancellation and NonRenewal

Servicing Office Southern California
and Issue Date 04/29/16

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
BAA (17) 55 99 57 10
Policy Period:
From 03/04/2016 To 03/04/2017
12:01 am Standard Time
at Insured Mailing Location

Business Automobile
Revised Policy Declarations

ITEM ONE:

Named Insured	Agent
WECK LABORATORIES, INC	(949) 756-5730 SPECTRUM RISK MANAGEMENT & INS

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

*See Business Auto Coverage Form CA 00 01 for Covered Auto Symbol Descriptions

COVERAGES	LIMIT	PREMIUM
Liability Insurance	\$1,000,000 each accident Covered Auto Symbol(s) 01*	\$3,563.00
Uninsured Motorists	\$1,000,000 each accident	\$545.00
California	California Uninsured Motorists Coverage - Bodily Injury Covered Auto Symbol(s) 02*	
Physical Damage	Refer to Item Three	
Comprehensive	Covered Auto Symbol(s) 02*	\$597.00
Collision	Covered Auto Symbol(s) 02*	\$835.00
Miscellaneous Coverages	Business Auto Enhancement Endorsement	\$94.00

Total Provisional Charges: \$5,634.00

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000
DS 70 43 01 08



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
BAA (17) 55 99 57 10
Policy Period:
From 03/04/2016 To 03/04/2017
12:01 am Standard Time
at Insured Mailing Location

Business Automobile
Revised Policy Declarations

Named Insured

WECK LABORATORIES, INC

Agent

(949) 756-5730
SPECTRUM RISK MANAGEMENT & INS

SUMMARY OF COVERED VEHICLES

UNIT	YEAR	MAKE/MODEL	VIN	TERR	ST	CLASS	ZIP	SYM/COST
001	2006	TOYOTA TACOMA 4X2	5TETX22N76Z259560	003	04	03199	91745	\$17,220
002	2009	TOYOTA TACOMA 4X2	5TETX22N99Z603152	003	04	03199	91745	\$19,205
003	2015	Nissan NV200 SV	3N6CM0KN3FK716657	003	04	03199	91745	\$21,230
004	2015	MERCEDES S550 COUP	WDDXJ8FB4FA009053	003	04	7391	91745	\$120,000

To report a claim, call your Agent or 1-800-362-0000
DS 70 43 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

The Transfer Of Rights of Recovery Against Others To Us Condition does not apply to the person(s), or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SCHEDULE

Name(s) of Person(s) or Organization(s): City of Oxnard
Risk Manager
Reference No. Agreement A-7583
300 West Third Street, Suite 302, Oxnard, CA 93030

(If no name appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Person or Organization	Job Description
California	City of Oxnard 300 West Third Street, Suite 5 Oxnard, CA 93030	Water Analysis

The additional premium charge for this endorsement shall be \$50 per job for those listed above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Republic Indemnity Company of America	
Company Number	19739
Insured	Weck Laboratories, Inc.
Policy Number	177031-08
Endorsement Number	23
Endorsement Effective	May 07, 2016
Printed On	May 02, 2016

Countersigned by : _____

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of May, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Weck Laboratories, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on May 7, 2013, by City and Vendor.

City and Vendor agree as follows:

1. In Section 3, the date "May 7, 2016" is deleted and replaced with the date "May 7, 2017."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

Greg Nyhoff, City Manager



Alfredo Pierri, President
Weck Laboratories, Inc.

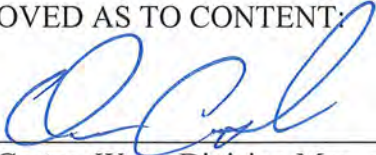
APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO CONTENT:



Omar Castro, Water Division Manager



Daniel Rydberg, Public Works Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Spectrum Risk Management 74 Discovery Irvine, CA 92618 www.spectrumrisk.com 0C77485		CONTACT NAME: Account Manager PHONE (A/C, No, Ext): 949-756-5730 FAX (A/C, No): 949-756-5740 E-MAIL ADDRESS: office@spectrumrisk.com	
INSURED Weck Laboratories, Inc. Weck Analytical Environmental Services, Inc. 14859 East Clark Avenue City of Industry CA 91745		INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Company INSURER B: American Fire and Casualty Company INSURER C: Republic Indemnity Company of America INSURER D: INSURER E: INSURER F:	
		NAIC # 10851 24066 22179	

COVERAGES	CERTIFICATE NUMBER: 29763808	REVISION NUMBER:
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.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒	☐	EF4ML0532 7151	6/22/2015	6/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☒	BAA (17) 55 99 57 10	3/4/2016	3/4/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A	☒	☐	177031-08	4/9/2016	4/9/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made			EF4ML0532 7151	6/22/2015	6/22/2016	Aggregate: \$2,000,000 Each Incident: \$1,000,000 Deductible: \$5,000 Retro Date: 6/22/1995

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Reference #4385-08-DS City of Oxnard, its City Council, officers, employees, agents and volunteers are an Additional Insured as required by written contract with named insured per attached policy form CG 2037 as respects to general liability. GL deductible is \$5,000 per occurrence. Primary and non contributory terms apply to general liability per attached policy from ECG 24514. Auto liability additional insured terms apply per attached policy form CA8810. Auto Liability and Work Comp waiver of subrogation applies per attached endorsements.

CERTIFICATE HOLDER City of Oxnard 300 West Third Street, Suite 302 Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Victor Farfan
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**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Spectrum Risk Management		NAMED INSURED Weck Laboratories, Inc. Weck Analytical Environmental Services, Inc. 14859 East Clark Avenue City of Industry CA 91745	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)**HOLDER:** City of Oxnard**ADDRESS:** 300 West Third Street, Suite 302 Oxnard CA 93030**CANCELLATION CLAUSE - REVISED LANGUAGE**

AS REQUIRED BY LICENSING AND STATUTORY REGULATIONS, THE NEW EDITION OF THE ACORD 25 CERTIFICATE OF LIABILITY INSURANCE (2010/05) IS BEING IMPLEMENTED. THE CANCELLATION CLAUSE HAS BEEN MODIFIED AND CAN NO LONGER BE AMENDED.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket where required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: EF4ML0532 7151

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY PROVISION – YOUR OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 4., **Other Insurance of Conditions (Section IV)** is amended by the addition of the following:

If insurance similar to this insurance is held by a person or organization that is:

- a. An owner of real or personal property on which you are performing operations; or
- b. A contractor on whose behalf you are performing operations,

this insurance is primary to that other insurance, and that other insurance shall not contribute to amounts payable under this insurance, for liability arising out of your ongoing operations performed for that person or organization under a written contract. However, this does not apply to any person or organization:

- a. From whom you did not receive a specific written request that this insurance be primary insurance, or if you did not receive that request prior to the date that your operations for that person or organization commenced; or
- b. For whom a certificate of insurance evidencing that request is not on file with, or received by, us prior to sixty days after the end of the policy period for this insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	19
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	22
EMPLOYEES AS INSURED (including employee hired auto)	2
EXTENDED CANCELLATION CONDITION	23
EXTRA EXPENSE - BROADENED COVERAGE	10
GLASS REPAIR - WAIVER OF DEDUCTIBLE	15
HIRED AUTO PHYSICAL DAMAGE (including employee hired auto and loss of use)	6
HIRED AUTO COVERAGE TERRITORY	20
LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	17
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	18
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	20

SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph **A.1. - WHO IS AN INSURED** is amended to include the following as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:
 - (1) Is a partnership or joint venture; or
 - (2) Is an insured under any other automobile policy; or
 - (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.
- e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

- A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

- B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured. "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 1. You, if you are an individual;
 2. A partner, if you are a partnership;
 3. Member, if you are a limited liability company;
 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Person or Organization	Job Description
California	City of Oxnard 300 West Third Street, Suite 5 Oxnard, CA 93030	Water Analysis

The additional premium charge for this endorsement shall be \$50 per job for those listed above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Republic Indemnity Company of America	
Company Number	19739
Insured	Weck Laboratories, Inc.
Policy Number	177031-08
Endorsement Number	23
Endorsement Effective	May 07, 2016
Printed On	May 02, 2016

Countersigned by : _____

**Coverage Is Provided In:**

American Fire and Casualty Company - a stock company

Policy Number:

BAA (17) 55 99 57 10

Policy Period:

From 03/04/2016 To 03/04/2017

Endorsement Period:

From 03/04/2016 to 03/04/201712:01 am Standard Time
at Insured Mailing Location**Policy Change Endorsement****Named Insured**

WECK LABORATORIES, INC

Agent(949) 756-5730
SPECTRUM RISK MANAGEMENT & INS**POLICY FORMS AND ENDORSEMENTS**

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

These Forms and Endorsements were included in your original policy. An asterisk(*) indicates a new or updated version is included in this package.

FORM NUMBER**TITLE**

AC 00 31 01 14	Changes in Your Policy
AC 84 70 05 15	Punitive or Exemplary Damages Exclusion - CA
CA 00 01 03 06	Business Auto Coverage Form
CA 01 43 05 07	California Changes
CA 20 48 02 99	Designated Insured
CA 21 54 09 09	California Uninsured Motorists Coverage - Bodily Injury
CA 23 85 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism
CA 85 47 12 93	Temporary Substitute Auto - Physical Damage Insurance
CA 85 53 12 93	Recreational Trailers and Boat Trailers
CA 88 10 01 13	Business Auto Coverage Enhancement Endorsement
*CA 88 62 01 13	Waiver of Transfer of Right of Recovery Against Others to Us
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 02 70 09 12	California Changes - Cancellation and NonRenewal

Servicing Office
and Issue DateSouthern California
04/29/16

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000**DS 70 27 01 08**



Coverage Is Provided In:

American Fire and Casualty Company - a stock company

Policy Number:

BAA (17) 55 99 57 10

Policy Period:

From 03/04/2016 To 03/04/2017

12:01 am Standard Time

at Insured Mailing Location

Business Automobile

Revised Policy Declarations

ITEM ONE:

Named Insured

Agent

WECK LABORATORIES, INC

(949) 756-5730

SPECTRUM RISK MANAGEMENT & INS

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

*See Business Auto Coverage Form CA 00 01 for Covered Auto Symbol Descriptions

COVERAGES	LIMIT	PREMIUM
Liability Insurance	\$1,000,000 each accident Covered Auto Symbol(s) 01*	\$3,563.00
Uninsured Motorists	\$1,000,000 each accident	\$545.00
California	California Uninsured Motorists Coverage - Bodily Injury Covered Auto Symbol(s) 02*	
Physical Damage	Refer to Item Three	
Comprehensive	Covered Auto Symbol(s) 02*	\$597.00
Collision	Covered Auto Symbol(s) 02*	\$835.00
Miscellaneous Coverages		
Business Auto Enhancement Endorsement		\$94.00

Total Provisional Charges: \$5,634.00

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

DS 70 43 01 08



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
BAA (17) 55 99 57 10
Policy Period:
From 03/04/2016 To 03/04/2017
12:01 am Standard Time
at Insured Mailing Location

Business Automobile
Revised Policy Declarations

Named Insured	Agent
WECK LABORATORIES, INC	(949) 756-5730 SPECTRUM RISK MANAGEMENT & INS

SUMMARY OF COVERED VEHICLES

UNIT	YEAR	MAKE/MODEL	VIN	TERR	ST	CLASS	ZIP	SYM/COST
001	2006	TOYOTA TACOMA 4X2	5TETX22N76Z259560	003	04	03199	91745	\$17,220
002	2009	TOYOTA TACOMA 4X2	5TETX22N99Z603152	003	04	03199	91745	\$19,205
003	2015	Nissan NV200 SV	3N6CM0KN3FK716657	003	04	03199	91745	\$21,230
004	2015	MERCEDES S550 COUP	WDDXJ8FB4FA009053	003	04	7391	91745	\$120,000

To report a claim, call your Agent or 1-800-362-0000
DS 70 43 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

The Transfer Of Rights of Recovery Against Others To Us Condition does not apply to the person(s), or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SCHEDULE

Name(s) of Person(s) or Organization(s): City of Oxnard
Risk Manager
Reference No. Agreement A-7583
300 West Third Street, Suite 302, Oxnard, CA 93030

(If no name appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/12)
Contract No. A-7583

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 7th day of May, 2013, by and between the City of Oxnard ("City") and Weck Laboratories, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Laboratory Chemical Testing and Sampling.

Vendor shall provide required State Regulatory Compliance Water, Wastewater, and Recycled Water sampling on an as needed basis and in accordance with Exhibit A hereto and incorporated by this reference in full herein. Exact quantities may vary from the estimates given, and may be increased or decreased to meet agency's requirements. No minimum is guaranteed. Supplier shall bring apparent error or omissions to City's attention. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

2. Vendor shall provide such services according to the following schedule set forth in Exhibit B hereto and incorporated by this reference in full herein. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on May 7, 2013, and shall end on May 7, 2016. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor for the services requested under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference. Agreement is not to exceed \$300,000 per year for a total amount not to exceed of \$900,000. City shall pay vendor within thirty (30) days of receipt of an invoice from Vendor during contract period. Separate invoices for Water, Wastewater, and Recycled Water services shall be provided when samples are submitted on separate chain-of-custody forms.

5. 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 \$14.37 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2013, 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, Riverside, Orange County 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.

6. a. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

b. Vendor shall continuously maintain adequate protection of all 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 work is being performed.

7. a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-A, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A.

c. 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 evidence of renewal may be considered a material breach of this agreement.

8. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

9. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

11. This Agreement may be amended only by a written document signed by both City and Vendor.

12. Any notices to Vendor may be delivered personally or by mail addressed to:

Weck Laboratories, Inc.
Leo Raab, Director of Marketing
14859 E. Clark Avenue
City of Industry, CA 91745

Any notices to City may be delivered personally or by mail addressed to:

City of Oxnard	City of Oxnard
Water Resources Division	Water Resources Division
Water Section	Wastewater Section
251 South Hayes Avenue	6001 South Perkins Road
Oxnard, CA 93030	Oxnard, CA 93033
Attn: Water Regulatory Compliance Coordinator	Attn: Laboratory Supervisor

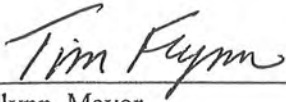
13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Maintenance and Inspection of Records

Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to 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.

CITY OF OXNARD

VENDOR



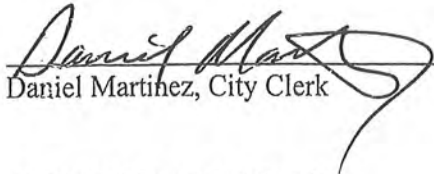
Tim Flynn, Mayor



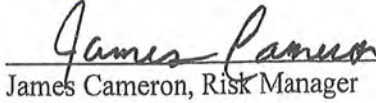
Alfredo Pierri, President
Weck Laboratories, Inc.

ATTEST:

APPROVED AS TO INSURANCE:



Daniel Martinez, City Clerk



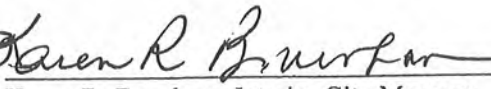
James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

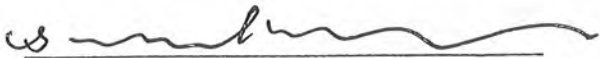


Alan Holmberg, City Attorney



Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director



Anthony Emmert, Water Resources Manager

LIVING WAGE POLICY

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, a service contractor 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, Anaheim, Riverside 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.

EXHIBIT 1

Page 1 of 4

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 A attached hereto and incorporated herein by this reference.
8. If a service contractor 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 A

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. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or 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 (Contractor or 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 (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or 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. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

EXHIBIT 1
Page 3 of 4

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2012**

5. 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 **\$14.37 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2013, 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, Riverside, Orange County 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 1 and 2 of the Agreement for Trade Services.

**EXHIBIT 1
Page 4 of 4**

EXHIBIT A
SCOPE OF SERVICES AND VENDOR RESPONSIBILITIES

General Requirements:

- 1) Supplier shall bring apparent error or omissions to City's attention.
- 2) Sample courier and containers will be at no additional cost if bottle orders are placed one week in advance of need and courier is scheduled at least one full workday in advance.
- 3) Full QC (Blank, LCS, duplicate or MS + MSD) is required for all analyses without surcharge. The City's sample is to be spiked for MS and MSD. The city will designate on the chain-of custody which sample is for this purpose and will provide adequate sample volume. Duplicate will only be supplied where MS and MSD is not practical.
- 4) When test results are questioned by the City, the laboratory will take extra steps to investigate the data starting with rechecks of calculations, re-injections/re-runs of extracts/digestates. If re-analysis of the original sample is not viable due to limited sample volume or expired holding time, re-sampling will be done and no additional costs will be invoiced for the re-analysis. If re-sampling indicates error, no additional costs will be invoiced, otherwise additional work is billable.
- 5) The City will impose a penalty of 10% per test for the first week the reports are submitted late and 5% for every week after. Certain unforeseen events that could delay release of the reports should be discussed with the City's Project Manager before the due date.

Scope:

- 1) Vendor shall provide state regulatory compliance water, wastewater, and recycled water sampling.
 - a) All samples must be run undiluted to obtain the lowest detection limits and if dilution is necessary, the lowest should be used to avoid over-inflated detection limits.
 - b) Testing outside the general scope may be requested on an as needed basis by the Project Manager.

**EXHIBIT B
SCHEDULE**

Matrix	Parameters	Method	TAT (workdays)
Water	1,2,3-Trichloropropane (TCP) - GCMS-SIM	SRL 524M-TCP	10
Water	1,4-Dioxane - GCMS	EPA 8270M	10
Water	Aggressive index	AWWA	10
Water	Biochemical Oxygen Demand - SM5210B	SM 5210B	10
Water	Boron - EPA 200.8	EPA 200.8	10
Water	Bromate - EPA 300.1	EPA 300.1	10
Water	Chlorate - EPA 300.1	EPA 300.1	10
Water	Chlorite - EPA 300.1	EPA 300.1	10
Water	Chromium, Hexavalent - EPA 218.6	EPA 218.6	10
Water	EPA 504.1 - Fumigants (EDB, DBCP)	EPA 504.1	10
Water	EPA 508 - Organochlorine Pesticides & PCBs	EPA 508	10
Water	EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3	10
Water	EPA 524.2 - MTBE	EPA 524.2	10
Water	EPA 524.2 - TBA	EPA 524.2	10
Water	EPA 524.2 - TTHM	EPA 524.2	10
Water	EPA 524.2 - Volatile Organic Compounds	EPA 524.2	10
Water	EPA 525.2 - Regulated 3 compounds	EPA 525.2	10
Water	EPA 525.2 - Semivolatile Organics - extended	EPA 525.2	10
Water	EPA 525.2 Mod - OPP low-level	EPA 525.2M	10
Water	EPA 531.1 - Carbamates	EPA 531.1	10
Water	EPA 547 - Glyphosate	EPA 547	10
Water	EPA 548.1 - Endothall	EPA 548.1	10
Water	EPA 549.2 - Diquat	EPA 549.2	10
Water	EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2	10
Water	EPA 556 - Formaldehyde only	EPA 556	10
Water	EPA 608 - Organochlorine Pesticides & PCBs CTR	EPA 608	10
Water	EPA 624 - Volatile Organic Compounds	EPA 624	10
Water	EPA 625 - Semivolatile Organic Compounds	EPA 625	10
Water	EPA 8015B - Glycol	EPA 8015B	10
Water	General Minerals & Inorganic Chemicals	Varies	10
Water	General Physical (Title 22)	Varies	10
Water	Gross Alpha - EPA 900.0	EPA 900.0	10
Water	Gross Beta - EPA 900.0	EPA 900.0	10
Water	Langelier index - SM 2330B	SM 2330B	10
Water	Manganese - EPA 200.7	EPA 200.7	10
Water	Metals, Title 22 Inorganics - EPA 200.8	EPA 200.8	10
Water	Nitrate-N - EPA 353.2	EPA 353.2	10
Water	Nitrite-N - EPA 353.2	EPA 353.2	10
Water	Nitrosoamines low-level - EPA 1625M	EPA 1625M	10
Water	Oil and Grease - EPA 1664A	EPA 1664A	10

Water	Perchlorate - EPA 314.0	EPA 314.0	10
Water	pH - SM 4500 H B	SM 4500H+-B	10
Water	Settleable Solids - SM2540F	SM 2540F	10
Water	Specific Conductance (EC) - SM 2510B	SM 2510B	10
Water	Total Coliform and E. Coli by P/A Colilert	SM 9223B	10
Water	Total Dissolved Solids - SM 2540C	SM 2540C	10
Water	Turbidity - EPA 180.1	EPA 180.1	10
Water	Uranium (pCi/L) - EPA 200.8	EPA 200.8	10
Water	Vanadium - EPA 200.8	EPA 200.8	10
Solid	EPA 8081A - Organochlorine Pesticides	EPA 8081A	10
Solid	EPA 8081A/8082 - Pesticides and PCBs	Varies	10
Solid	EPA 8082 - Polychlorinated Biphenyls	EPA 8082	10
Solid	EPA 8260B - Volatile Organic Compounds	EPA 8260B	10
Solid	EPA 8270C - Semivolatile Organics BNA	EPA 8270C	10
Water	Alkyl Phenols by GCMS D7065	ASTM D7065	10-15
Water	Asbestos, water - TEM	EPA 100.2 EPA-821-R-02-012	10-15
Water	Bioassay EPA-821-R-02-012 Acute (fresh or marine)	012	10-15
Water	Dioxin 2378TCDD - EPA 1613B-ATP	EPA 1613B	10-15
Water	EPA 8141A - Organophosphorus Pesticides	EPA 8141A	10-15
Water	EPA 8330A - Explosives	EPA 8330A	10-15
Water	PCB Congener (56) by GCMS SIM	GC/MS/MS	10-15
Water	PFCs in water by LC/MS	EPA 537M	10-15
Water	Polybrominated Diphenyl Ethers (PBDEs) - EPA 1614M	GC/MS SIM EPA 1694M-APCI	10-15
Water	PPCP - Hormones by LCMSMS-APCI+	EPA 1694M-ESI+	10-15
Water	PPCP - Morphine by LCMSMS-ESI+	EPA 1694M-ESI-	10-15
Water	PPCP - Pharmaceuticals by LCMSMS-ESI-	EPA 1694M-ESI+	10-15
Water	PPCP - Pharmaceuticals by LCMSMS-ESI+	GC/MS NCI-SIM	10-15
Water	Pyrethroid Pesticides by GC/MS SIM	GC/MS	10-15
Water	Tributyltin - GC/MS		
Water	Dioxins/Furans - EPA 1613B	EPA 8290A	15-20
Water	EPA 200.8 - UCMR3 Metals	EPA 200.8	15-20
Water	EPA 218.7 - UCMR3 Hexavalent Chromium	EPA 218.7	15-20
Water	EPA 300.1 - UCMR3 Chlorate	EPA 300.1	15-20
Water	EPA 522 - UCMR3 1,4-Dioxane	EPA 522	15-20
Water	EPA 524.3 - UCMR3 Volatile Organics	EPA 524.3	15-20
Water	EPA 537 - UCMR3 Perfluorinated Compounds	EPA 537	15-20
Water	EPA 539 - UCMR3 Hormones	EPA 539	15-20
Water	Radium-226 by Rn emanation - sub	EPA 903.1	15-20
Water	Radium-228 - sub	EPA Ra-05	15-20
Water	Strontium-90 - sub	EPA 905.0	15-20
Water	Tritium - sub	EPA 906.0	15-20
Solid	Dioxins/Furans - EPA 8290	EPA 8290A	15-20

**EXHIBIT C
FEE SCHEDULE**

WATER CAMPUS 251 SOUTH HAYES AVENUE

Prices will be held firm for the full length of the contract.

Frequency	Approx Qty.	Item Description	Method	Unit Price	Extended Price
monthly	10	Methyl Tertiary Butyl Ether	EPA 524.2	\$35	\$4,200
weekly	7	Nitrate	EPA 300.0	\$10	\$3,640
monthly	10	Nitrate	EPA 300.0	\$10	\$1,200
weekly	7	TDS	SM 2540	\$10	\$3,640
quarterly	8	Trihalomethanes	EPA 524.2	\$35	\$1,200
quarterly	8	Haloacetic Acids	EPA 552.2	\$50	\$1,600
annual	10	Volatile Organics Compounds	EPA 524.2	\$70	\$700
annual	10	General Minerals	Various	\$90	\$900
annual	10	General Physicals	Various	\$15	\$150
annual	10	Inorganics	Various	\$90	\$900
weekly	4	Manganese	EPA 200.7	\$5	\$1040
annual	10	Synthetic Organics Compounds EPA 525.2 only	EPA 500	\$100	\$1,000
annual	7	Gross Alpha Radioactivity	EPA 900.0	\$25	\$175
annual	7	Gross Beta Radioactivity	EPA 900.0	\$10	\$70
annual	7	Radium 226	EPA 903.0	\$110	\$770
annual	7	Radium 228	EPA 904.0	\$160	\$1,120
weekly	4	pH, Conductivity		\$10	\$2,080
weekly	1	Langelier Index		\$15	\$780
quarterly	3	Uranium		\$15	\$180
quarterly	3	EPA 200.8		\$85	\$1020
annual	1	Strontium 90	EPA 905.0	\$110	\$110
annual	1	Tritium	EPA 906.0	\$60	\$60

Frequency	Approx Qty.	Item Description	Method	Unit Price	Extended Price
If needed	5	Turbidity (National Pollutant Discharge Elimination System Permit)	EPA 180.1	\$5	\$0
If needed	5	BOD5 (National Pollutant Discharge Elimination System Permit)	SM 5210B	\$25	\$0
If needed	5	Settlable Solids (National Pollutant Discharge Elimination System Permit)	SM 2540	\$5	\$0
If needed	1	Acute Toxicity (National Pollutant Discharge Elimination System Permit)	96 hours	\$250	\$0
2014	3 Entry Point 1 Maximum Residence	List 1 UCMR3-7 VOC	EPA 524.3	\$70	\$840
2014	3 Entry Point 1 Maximum Residence	List 1 UCMR3-1 SOC	EPA 522	\$75	\$900
2014	3 Entry Point 1 Maximum Residence	List 1 UCMR3-6 Metals	EPA 200.8 Rev 5.4	\$80	\$1,280
2014	3 Entry Point 1 Maximum Residence	List 1 UCMR3-1 Oxyhalide Anion	EPA 300.1	\$25	\$400
2014	3 Entry Point 1 Maximum Residence	List 1 UCMR3-6 Perfluorinated Compounds	EPA 537 Rev 1.1	\$180	\$2,160
2014	3 Entry Point	List 2 UCMR3-7 Hormones	EPA 539	\$200	\$2,400
annual	11	Asbestos		\$130	\$1,430
annual	11	Aggressive Index		\$10	\$110
annual	10	Perchlorate	EPA 314, 314.1, 331.0 or 332.0	\$25	\$250
weekly	43	Coliforms	SM 9223 P/A	\$8	\$17,880
Total Annual Estimated Cost for the Water Campus:				\$2,208	\$54,113

WASTEWATER TREATMENT FACILITY 6001 SOUTH PERKINS ROAD

Prices will be held firm for the full length of the contract.

Frequency	Approx Qty.	Item Description	Method	Unit Price	Extended Price
monthly	1	Dioxins- EPA 8290 High Resolution- Solid	EPA 8290	\$475	\$5,700
monthly	1	PCB's Solid	EPA 8082	\$60	\$720
monthly	1	PCB Congener (56) by GC/MS SIM- Water	EPA 625	\$225	\$2,700
monthly	1	PCB- Water	EPA 608	Included with 608	
monthly	1	Chlorinated Pesticides-By-products+Mirex	EPA 608	\$80	\$960
quarterly	2	Dioxins- EPA 8290 High Resolution- Water	EPA 8290	\$500	\$4,000
quarterly	1	Chlorinated Pesticides including Mirex- Solid	EPA 8081A	\$80	\$320
quarterly	1	PCBs- Solid	EPA 8082A	Included with 8081A	
quarterly	1	Semivolatile Organics Full List- Solid	EPA 8270	\$150	\$600
quarterly	1	Volatile Organics Full List including Acrylon, Acrylonitrile and 2-Chloroethyl Vinyl Ether- Solid	EPA 8260	\$80	\$320
quarterly	2	Semivolatile Organics Full List- Water	EPA 625	\$150	\$1,200
semiannually	2	Volatile Organics - Water	EPA 624	\$80	\$320
semiannually	1	Hexavalent Chromium (Cr6+) Water	EPA 218.6	\$25	\$50
semiannually	1	Organophosphorus Pesticides including Malathion- Water	EPA 8141	\$120	\$240
semiannually	1	Gross Alpha and Beta Water	EPA 9310	\$35	\$70
semiannually	1	Tributyltin - Water	GC/FPD	\$180	\$360
Total Annual Estimated Cost for the Wastewater Treatment Facility:				\$2,240	\$17,560

**ADVANCED WATER PURIFICATION FACILITY.
5700 SOUTH PERKINS ROAD- NON-POTABLE WATER SAMPLE**

Prices will be held firm for the full length of the contract.

Frequency	Approx Qty.	Item Description	Method	Unit Price	Extended Price
quarterly	1	General Minerals & Inorganic Chemicals	Varies	\$180	\$720
quarterly	1	General Physical (Title 22)	Varies	\$15	\$60
quarterly	1	1,4-Dioxane - GCMS	EPA 8270M	\$75	\$300
quarterly	1	1,2,3-Trichloropropane (TCP) - GCMS-SIM	SRL 524M-TCP	\$60	\$240
quarterly	1	EPA 625 - Semivolatile Organic Compounds	EPA 625	\$150	\$600
semiannually	1	EPA 556 - Formaldehyde only	EPA 556	\$120	\$240
semiannually	1	Bromate - EPA 300.1	EPA 300.1	\$20	\$40
semiannually	1	Chlorate - EPA 300.1	EPA 300.1	\$20	\$40
semiannually	1	Chlorite - EPA 300.1	EPA 300.1	\$20	\$40
semiannually	1	EPA 531.1 - Carbamates	EPA 531.1	\$70	\$140
semiannually	1	EPA 508 - Organochlorine Pesticides & PCBs	EPA 508	\$80	\$160
semiannually	1	EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3	\$80	\$160
semiannually	1	Oil and Grease - EPA 1664A	EPA 1664A	\$20	\$40
semiannually	1	EPA 549.2 - Diquat	EPA 549.2	\$80	\$160
semiannually	1	EPA 548.1 - Endothall	EPA 548.1	\$80	\$160
semiannually	1	EPA 8330A - Explosives	EPA 8330A	\$180	\$360
semiannually	1	EPA 504.1 - Fumigants (EDB, DBCP)	EPA 504.1	\$40	\$80
semiannually	1	EPA 547 - Glyphosate	EPA 547	\$70	\$140
semiannually	1	EPA 8015B - Glycol	EPA 8015B	\$80	\$160
semiannually	1	EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2	\$50	\$100
semiannually	1	Boron - EPA 200.8	EPA 200.8	\$5	\$10
semiannually	1	Vanadium - EPA 200.8	EPA 200.8	\$5	\$10
semiannually	1	Nitrosoamines low-level - EPA 1625M	EPA 1625M	\$140	\$280
semiannually	1	Perchlorate - EPA 314.0	EPA 314.0	\$25	\$50

Frequency	Approx Qty.	Item Description	Method	Unit Price	Extended Price
semiannually	1	PFCs in water by LC/MS	EPA 537M	\$180	\$360
semiannually	1	Polybrominated Diphenyl Ethers (PBDEs) - EPA 1614M	GC/MS SIM	\$150	\$300
semiannually	1	PPCP - Morphine by LCMSMS-ESI+	EPA 1694M-ESI+	\$150	\$300
semiannually	1	PPCP - Pharmaceuticals by LCMSMS-ESI+	EPA 1694M-ESI+	\$150	\$300
semiannually	1	PPCP - Pharmaceuticals by LCMSMS-ESI-	EPA 1694M-ESI-	\$150	\$300
semiannually	1	PPCP - Hormones by LCMSMS-APCI+	EPA 1694M-APCI	\$150	\$300
semiannually	1	Alkyl Phenols by GCMS D7065	ASTM D7065	\$150	\$300
semiannually	1	Pyrethroid Pesticides by GC/MS SIM	GC/MS NCI-SIM	\$175	\$350
semiannually	1	Gross Alpha - EPA 900.0	EPA 900.0	\$25	\$50
semiannually	1	Gross Beta - EPA 900.0	EPA 900.0	\$10	\$20
semiannually	1	Uranium (pCi/L) - EPA 200.8	EPA 200.8	\$15	\$30
semiannually	1	EPA 525.2 - Semivolatile Organics - extended	EPA 525.2	\$175	\$350
semiannually	1	EPA 525.2 Mod - OPP low-level	EPA 525.2M	\$175	\$350
semiannually	1	Dioxin 2378TCDD - EPA 1613B-ATP	EPA 1613B	\$220	\$440
semiannually	1	Asbestos, water - TEM	EPA 100.2	\$130	\$260
semiannually	1	Radium-226 by Rn emanation - sub	EPA 903.1	\$110	\$220
semiannually	1	Radium-228	EPA Ra-05	\$160	\$320
semiannually	1	Strontium-90	EPA 905.0	\$110	\$220
semiannually	1	Tritium	EPA 906.0	\$60	\$120
semiannually	1	EPA 524.2 - TBA	EPA 524.2	\$35	\$70
semiannually	1	EPA 524.2 - Volatile Organic Compounds	EPA 524.2	\$70	\$140
semiannually	1	EPA 624 - Volatile Organic Compounds	EPA 624	\$80	\$160
Total Annual Estimated Cost for the Advanced Water Purification Facility:				\$4,295	\$9,550

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. 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. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant 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-A. 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 commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7583
300 West Third Street, Suite 302
Oxnard, California 93030

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, 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, agents 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, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (this must be endorsed). 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. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant 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.

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

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

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

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

Name: _____

Address: _____

Telephone: () _____

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

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

300 W. Third Street, Suite 302
Oxnard, CA 93030

☐ 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 _____

Telephone: () _____ Date Signed: _____

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
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Approval of Third Amendment to Agreement for Trade Services with Weck Laboratories, Inc. for processing water testing samples for the Channel Islands Water Quality Issue

**Public Works and Transportation Committee
April 9, 2019**



RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. A-7583 with Weck Laboratories, Inc. to:

- (1) Add the Special Districts Division to the Agreement's Scope of Services; and,
- (2) Increase the value of the Agreement from \$900,000 to \$960,000 for ongoing services relating to the Channel Islands Harbor water quality issue.

BACKGROUND

- In June 2018, the Channel Islands Harbor experienced a degradation event, resulting in discoloration of the water and a small amount of marine life death.
- On November 13, 2018, the City Council approved the First Amendment to Agreement No. A-8093 to provide for water quality sampling, nutrient analysis, program management and presentations to the public through Aquatic Bioassay & Consulting Laboratories, Inc.
- As part of this agreement, the City would submit the water quality testing samples through our contract with WECK Laborites, Inc. for analysis.

3

DISCUSSION

- The Third Amendment to Agreement A-7583 with Weck Laboratories, Inc. is to provide funding to the Special Districts Division of Public Works analysis of the water quality samples taken by the City's consultant
- This testing is being used to collect data as it relates to the Water Quality Issue in the Channel Islands Harbor and its surrounding waterways.



FINANCIAL IMPACT

- Funding for this amendment is available through the contingency line items within the FY18/19 budgets. Costs for the Third Amendment are allocated as follows:

District	Account Number	Amount
Waterways Zone 1 – Mandalay Bay	121-1606-805-8229	\$32,400
Waterways Zone 2 – Harbour Island	177-1606-805-8229	\$5,302
Westport CFD 2	175-1606-805-8229	\$7,658
Seabridge CFD 4	173-1606-805-8229	\$13,550
Contingency		\$1,090
	Total Amendment	\$60,000

QUESTIONS?