

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at [Oxnard.org/city-meetings](https://oxnard.org/city-meetings), Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://youtube.com/oxnardnews). Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 8:00 a.m. on the day of the meeting. Please identify the agenda item in the email Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 8:00 a.m. on the day of the meeting. Use the form on the city's website to submit your request: [Oxnard.org/city-meetings](https://oxnard.org/city-meetings), or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org (identify the agenda item in the Subject line).

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
April 14, 2020
Regular Meeting - 11:00 AM to 12:15 PM

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

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

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the March 24, 2020 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Award Agreement A-8205 to Hardy & Harper, Inc. for Thin Maintenance Overlay Project Phase II (Rebid) PW 18-58R2. (10/5/5)

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

1. The Mayor to execute Agreement A-8205 in the amount of \$6,550,000 to Hardy & Harper, Inc. for the Thin Maintenance Overlay Project Phase II (Rebid) PW 18-58R2;
2. A Project contingency in the amount of \$655,000 for the Thin Maintenance Overlay Project Phase II;
3. A Project allocation of \$458,500 for engineering, inspection, survey and project management for the Thin Maintenance Overlay Project Phase II; and
4. The City Manager to execute a budget appropriation of \$100,000 from the Tab Hero/SW Ormond Fund (315) and project fund transfers within the Street Maintenance Fund (181) and RMRA Gas Tax Fund (185).

Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

SUBJECT: Restructuring of Public Works Engineering and Traffic Engineering Divisions. (10/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize:

1. The Mayor to adopt a Resolution to amend Resolution No. 15,241 authorizing full-time equivalent positions pursuant to Chapter 4 of the City Personnel Rules and Regulations;
2. The Mayor to adopt a Resolution to amend Resolution No. 15,242 authorizing and approving classification and salary schedules pursuant to Chapter 4 of the City Personnel Rules and Regulations; and
3. The City Manager to approve a budget appropriation in the amount of \$18,469.

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Trade Services Agreement with BC Laboratories, Inc. for Samples Testing Services. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute Agreement A-8214 with BC Laboratories, Inc. for water, wastewater, and recycled water samples testing services in the amount of \$800,000 through May 5, 2023.

Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
March 24, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 11:14 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 at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Tim Flynn, Bryan A. MacDonald, and Chair Bert E. Perello were present via telephone.

Staff members present were Alexander Nguyen, City Manager; Tara Mazzanti, Assistant City Attorney; Tatiana Arnaout, City Engineer; Brian Yanez, Assistant Public Works Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Written comments were received from Ray Blattel (truck traffic congestion).

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the February 25, 2020 regular meeting as presented.

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

D. REPORTS

Public Works Department

1. SUBJECT: Execute Contract Amendments and Approve Budget Appropriations for the Rice Avenue at Fifth Street Grade Separation Project.

RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize:

1. The Mayor to execute the first amendment to Caltrans Cooperative Agreement No. 07-5065, upon receipt, identifying that Caltrans will perform the Right of Way Acquisition, Relocation Assistance, and Condemnation in the amount of \$1,200,000 for Project 133101 from State Trade Corridor Enhancement Program Fund (189);
2. The Mayor to execute the second amendment to WKE, Inc. Agreement A-8094, to increase the amount by \$3,056,880.66, for a total of \$8,909,080.94 to complete the Plans, Specification and Estimates for Project 133101 from State Trade Corridor Enhancement Program Fund (189);

3. The City Manager to execute a budget appropriation increase of \$116,075 in the Circulation System Improvement Fees Fund (354) for Project 133101; and
4. The City Manager to execute a budget appropriation decrease of \$537,000 in the State Trade Corridor Enhancement Program Fund (189) for Project 133101.

The City Engineer gave a report. Discussion ensued among the Committee 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.

2. SUBJECT: Senate Bill 1 (SB1) Local Streets and Road Maintenance and Rehabilitation Account (RMRA) Funding and Project List.
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council adopt a resolution to:
 1. Adopt the Fiscal Year 2020-21 project list of Senate Bill 1 (SB1) newly proposed projects which will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues;
 2. Authorize the use of funds for prior year Road Maintenance and Rehabilitation Account in the amount of \$6,529,977, and the new Fiscal Year 2020-21 funds of \$3,963,952 for a total amount of \$10,493,929; and
 3. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

The City Engineer gave a report. Discussion ensued among the Committee and staff.

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

3. SUBJECT: Award Trade Services Agreement A-8208 to Natural Green Landscape, Inc. for Landscape Maintenance Services at Various City Facilities.
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8208 with Natural Green Landscape, Inc. for a total agreement value of \$356,112 for a term of three (3) years to provide landscape maintenance services at various City facilities.

The Assistant Public Works Director gave a report. Discussion ensued among the Committee and staff.

It was moved by Chair Perello, seconded by Member MacDonald, 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

Member MacDonald requested a future item on the possibility of sending food waste removed from the refuse chain to the biodigesters at the wastewater treatment plant.

Member Flynn requested a brief report on the use of refinanced bond savings to fund median maintenance work.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 12:01 p.m.

MICHELLE ASCENCION, CMC
City Clerk

BERT E. PERELLO
Chair



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.1**

DATE: April 14, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Award Agreement A-8205 to Hardy & Harper, Inc. for Thin Maintenance Overlay Project Phase II (Rebid) PW 18-58R2. (10/5/5)

RECOMMENDATION

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

1. The Mayor to execute Agreement A-8205 in the amount of \$6,550,000 to Hardy & Harper, Inc. for the Thin Maintenance Overlay Project Phase II (Rebid) PW 18-58R2;
2. A Project contingency in the amount of \$655,000 for the Thin Maintenance Overlay Project Phase II;
3. A Project allocation of \$458,500 for engineering, inspection, survey and project management for the Thin Maintenance Overlay Project Phase II; and
4. The City Manager to execute a budget appropriation of \$100,000 from the Tab Hero/SW Ormond Fund (315) and project fund transfers within the Street Maintenance Fund (181) and RMRA Gas Tax Fund (185).

BACKGROUND

On July 18, 2017, the City Council received an update on the street maintenance program for the City. In that presentation, the streets within the Thin Maintenance Overlay (TMO) Phase I and Phase II were listed as projects that were scheduled for street resurfacing for Fiscal Year 17-18. The TMO Phase I was completed on November, 14, 2018. Due to funding shortages street resurfacing of the TMO Phase II streets was delayed until now.

On November 27, 2017, staff reported to City Council regarding the contract award of TMO Phase I. This project provided much needed preventative street maintenance along 43.2 lane miles of road at various locations throughout the city including:

- Vineyard Ave. Resurfacing - Oxnard Blvd to 101 Freeway Bridge Deck
- Commercial Area Street Resurfacing
- Commercial Central Neighborhood Street Resurfacing
- Five Points Neighborhood

The city uses a Pavement Management System to assist with tracking inventory, storing work history and furnishing budget estimates to optimize funding for improving the city's pavement system as well as identifying candidate streets for potential repair and maintenance based on the Pavement Condition Index

(PCI). The PCI is a numerical index between 0 and 100, which is used to indicate the general condition of a pavement section. The PMS uses a variety of measurements to determine the PCI including:

- How many cracks there are in a mile of pavement
- How deep and long those cracks are
- What the crack pattern is
- What percentage of a road segment displays deficiencies

Furthermore, crack and deficiency patterns include:

- Alligator cracking
- Block cracking
- Longitudinal cracking
- Transverse cracking

The patterns and the percentage of roadway segment affected are entered into the PMS and a PCI is generated. Based on the PMS, the TMO Phase II Project (“Project”) includes the following streets:

Thin Maintenance Overlay - Arterial & Commercial Streets

Street Name	Begin	End	Average PCI	Lane Miles
C St	Channel Islands Blvd	Citrus Grove Ln	36	8.31
E Fifth St	Oxnard Blvd	Rice Ave	49	5.10
Emerson Ave	Pacific Ave	East City Limit	38	2.84
Bard Rd	J St	E Pleasant Valley Rd	41	9.00
Vineyard Ave	Oxnard Blvd	101 FWY Bridge Deck	42	2.80
W Esplanade Dr	Vineyard Ave	Oxnard Blvd	42	2.10
Diaz Ave	Mountain Ave	N End (Cul-de-sac)	15	0.10
Patton Ct	Rose Ave	W End (Cul-de-sac)	37	0.20
Titan Pl	Pacific Ave	Vanguard Dr	33	0.40
Westar Dr	Pacific Ave	Rose Ave	29	0.59
Vanguard Dr	Westar Dr	Titan Pl	30	0.36
Statham Blvd	Channel Islands Blvd	Emerson Ave	27	2.08
Meta St	E 5th St	Oxnard Trans. Center	17	0.12

Albany Dr	Channel Island Blvd	Statham Blvd	34	0.37
Statham Pkwy	Statham Blvd	E End (Cul-de-sac)	6	0.49
Sunkist Cir	Statham Blvd	S Oxnard Blvd W End (Cul-de-sac)	16	0.55
Ives Ave	Statham Blvd	Rose Ave	25	0.86
Jones Way	Ives Ave	Rose Ave	34	0.42
Mountain View Ave	5th St	Richmond Ave	20	0.62
Industrial Ave	E Wooley Rd	Warehouse Ave	24	0.33
Commercial Ave	S Oxnard Blvd	E Wooley Rd	20	0.62
Mercantile St	Commercial Ave	E Wooley Rd	17	0.52
Pine St	Commercial Ave	E Date St	19	0.33
Guava Ct	J St	Cul-de-sac	8	0.12
Wilson Ave	3rd St	1st St	6	0.32
Total			26.5	39

Miscellaneous Preventive Maintenance Crack Seal Streets

Street Name	Begin	End	Average PCI	Lane Miles
Citrus Grove Ln	C St @ Postal Office	Oxnard Blvd	68	0.50
Del Norte Ave	101 Fwy	Fifth St	65	7.09
Saviers Rd	Pleasant Valley Rd	Wooley Rd	73	13.93
Wooley Rd	Victoria Ave	Rose Ave	75	17.50
Total			70	39

The various projects were packaged into the TMO Phase II Project for cost saving purposes. This will be achieved through economies of scale. It is anticipated that there is a reduced cost for items such as mobilization/demobilization, traffic control & public safety, stormwater management, and materials on a cost per lane mile basis. For this reason, the Public Works Department is planning on packaging various street

resurfacing projects moving forward.

The Project consists of furnishing all necessary labor, materials, equipment, work signs, cones and traffic control equipment and other incidental and appurtenant work to perform thin maintenance overlay, microsurfacing, asphalt concrete dig out and repair, patching, milling and paving, crack sealing and concrete works at the various locations designated on the plans. The maintenance overlay is done to create a smooth riding surface that should last for five to ten years until a more complete resurfacing project can be funded and constructed. Additionally, there will be preventative maintenance crack sealing on several streets to maintain their PCIs.

The work is tentatively scheduled to begin in May 2020 and to be completed by October 2020. Staff will work closely with the various neighborhood councils, businesses, and any other affected entities to keep them informed of the schedule. Additionally, door hanger notices will be placed at all of the residences in the Project area and signs will be posted along the work route.

The Project combines the following into one construction project:

CIP References:

Project No. **183112** - Vineyard Ave Resurfacing - Phase II - CIP 2019-2024 - Adopted April 2, 2019 - Page 162;

Project No. **18IN06** - Commercial Area Street Resurfacing - CIP 2019-2024 - Adopted April 2, 2019 - Page 101;

Project No. **203002** - Commercial Central Neighborhood Street Resurfacing - CIP 2019-2024 - Adopted April 2, 2019 - Page 102; and

Project No. **203003 & 18IN08** - Five Point Neighborhood Street Resurfacing - CIP 2019-2024 - Adopted April 2, 2019 - Page 113.

Previous Council References:

Streets Maintenance Program Update - July 18, 2017 - City Council receipt of program update that lists several streets contained in TMO Phase II Project; and

City Hall & Civic Center Parking Lot Resurfacing - City Council approval of non-CIP Redevelopment Bond Proceeds projects - Approved April 2, 2019 - Attachment D.

DISCUSSION

The notice inviting formal bids (NIFB) on the project was initially published on April 25, 2019, with bids due on June 10, 2019, and three bids were received. The bids for the project were valid for 90 days but staff was unable to bring the award of the project to Council before the deadline. Staff requested an extension from the bidders, as required by the bid documents, but the lowest bidder did not agree to the extension so all bids were rejected and the project was rebid. The project was rebid on October 31, 2019, and all bids were due on December 17, 2019. Four bids were received and the two lowest bidders filed protests against each other causing delays in the award. After review of the protests, the Construction Project Coordinator, Project Manager, and City Engineer determined that rejecting all bids was in the best interest of the City to avoid any further project delays. The NIFB on the rebid was published on January 16, 2020 with bids due on February 4,

2020. The City received the bids listed below:

Hardy & Harper, Inc.:	\$6,550,000.00
Toro Enterprises, Inc.:	\$6,749,243.54
Granite Construction Company:	\$6,809,860.00
Sully-Miller Contracting Company:	\$6,943,000.00

Although it is unfortunate that the Project has been rebid several times, this Project is indicating that there is more competition coming into the City and the results of rebidding actually resulted in lower pricing for the Project.

The lowest bidder for this project is Hardy & Harper, Inc. and its bid is responsive to the City's NIFB. Following this determination, the Construction Project Coordinator reviewed all documentation received from the contractor and its subcontractors, verified possession of required current 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). At this time the contractor or its subcontractor are believed to be legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, it is recommended that the City Council award the contract for this project to Hardy & Harper, Inc..

The contract is to include the base items as well as additive items 1 through 8 which total \$6,550,000. Additionally, \$655,000 is required for construction contingency (10% of the contract value) and \$458,500 for the cost for engineering support services and city staff time (7% of the contract value) to perform engineering, inspection, survey and project management (EISPM) services specific to this project during construction. The total estimated cost of the Project is \$7,663,500 (base bid + additive items + contingency + EISPM).

The City has received a Rubberized Pavement Grant from the California Department of Recycling and Recovery (CalRecycle). The grant program provides funds to agencies that use rubberized asphalt for road resurfacing that uses recycled tires. The grant program will reimburse the city at \$10/ton of rubberized asphalt concrete (RAC) up to approximately 21,300 tons for this project for an anticipated reimbursement of approximately \$213,000. For large resurfacing projects such as the Thin Maintenance Overlay Phase II project, the cost of RAC is about equal to that of traditional asphalt, and as such there will be cost savings to the city for the reimbursement.

Due to the need to replace the cast iron pipe in the following neighborhoods we are repurposing the street resurfacing funding from the following approved in 2019 - 2024 CIP projects to be applied to the Thin Maintenance Overlay Phase II project.

Project #	Project Name	Available Funds	Proposed Fund Transfer to #18IN06	Available Funds After Transfer	PCI
203001	College Park Neighborhood	\$132,335	\$132,335	\$0	54
203004	Golf & Victoria Estates Neighborhood	\$226,115	\$226,115	\$0	53
203005	Hobson Park East Neighborhood	\$1,165,007	\$1,039,930	\$125,077	54

203008	Wilson Neighborhood	\$1,554,506	\$1,554,506	\$0	55
Subtotal			\$2,952,886		54

Additionally, we will be taking approximately \$1.3M in savings from recently completed projects to bridge the funding gap. These projects include:

- Vineyard Avenue Street Resurfacing
- Auto Center Neighborhood Street Resurfacing
- Channel Islands Blvd Street Resurfacing
- Thin Maintenance Overlay Phase I

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

As of the date of this report, Project #18IN06 has \$1.1M in available appropriations within the project account to complete this project. After council approval of the \$100,000 increase in appropriations and project fund transfers of \$6.56M from existing appropriations of Street Maintenance funded projects and existing appropriations of RMRA Funded projects, the total amount available for this project is \$7.7M.

Project #18IN06 requires a budget appropriation of \$100,000 from the HERO/SW Ormond Fund (315) for agreement number A-8205 with Hardy & Harper, Inc. After this appropriation, the projected Fiscal Year 2019-20 ending unassigned fund balance of HERO Fund (315) is \$4,234,715.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Agreement A-8205 Hardy & Harper TMO Phase II (Rebid 2) PW 18-58R2
2. TMO PH. II - Budget Appropriation
3. Bid Tabulation PW 18-58R2 TMO Phase II Rebid 2
4. Project Map
5. TMO Ph. II - PPT

CITY OF OXNARD CONTRACT FOR
THIN MAINTENANCE OVERLAY PROJECT PHASE II (REBID2)
SPECIFICATION NO. PW 18-58R2

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 HARDY & HARPER, INC. ("Contractor"). Contractor's license number is 215952.

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 Thin Maintenance Overlay Project Phase II (Rebid 2) Specification No. PW 18-58R2 ("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 six million eight hundred thousand seventy one dollars (\$6,550,000) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

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

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

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

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

[Signatures on following page]

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

CITY OF OXNARD

CONTRACTOR

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

 Steve Kirschner, Vice President² _____ Date _____

 Kristen Paulino, 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 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.

**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. PW 18-58(R)
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.

Agreement No.: A-8205

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.

2/20

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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. PW 18-58(R)

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

SUBMIT IN DUPLICATE

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

PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits
Telephone: _____	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim _____ (which)
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE ☐ 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: Insurance Compliance Reference No. <u>PW 18-58(R)</u> P.O. Box 100085 – OX Duluth, GA 30096 Via Email: <u>cityofoxnard@ebix.com</u> 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 _____ <i>(original signature required)</i> 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 Thin Maintenance Overlay Project Phase II (Rebid 2), Specification No. PW 18-58R2.

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.

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 Thin Maintenance Overlay Project Phase II (Rebid 2) Specification No. PW 18-58R2.

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.

EXHIBIT B

CITY OF OXNARD BID SHEETS FOR THIN MAINTENANCE OVERLAY PROJECT PHASE II (Rebid 2) SPECIFICATION NO. PW18-58R2

Bidder's Name: Hardy & Harper, Inc.

To the Honorable Mayor and Members of the City Council:

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

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (shall not exceed 5% of the total bid)	1001-3	LS	1	293,346.15	293,346.15
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	514,177.00	514,177.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	88,746.00	88,746.00
	0.10 - Feet Thick Thin Maintenance Overlay					
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	100,000	3.00	300,000.00
5	Unclassified Excavation	1120-4	CY	1,000	64.18	64,180.00
6	Class 2 Aggregate Base	1130-4	TN	1,600	39.00	62,400.00
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	1,300	154.16	200,408.00
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	2,000	154.16	308,320.00
9	Leveling/ Surface patching, Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TN	1,200	115.00	138,000.00
10	Asphalt Rubber Hot Mix (ARHM-GG-D PG 64-16)	1152-10	TN	21,300	115.00	2,449,500.00
11	Crack Seal	1155-4	LB	11,500	4.20	48,300.00
12	Micro-Surfacing (Type II)	1103-6	TN	800	350.00	280,000.00
13	Adjust Manhole Cover To Finished Grade	1185-4	EA	232	1,076.00	249,632.00
14	Adjust Water Valve Cover To Finished Grade	1185-4	EA	450	625.00	281,250.00

15	Adjust Survey Monument Cover To Finished Grade	1155-4	EA	35	604.00	21,140.00
16	Adjust Water Meter Box To Finished Grade	1167-4	EA	35	525.00	18,375.00
	Traffic Striping and Markers					
17	Install 24" Yellow Crosswalk-Ladder Type - Thermoplastic	1515-4	SF	7,500	3.00	22,500.00
18	Install 24" White Crosswalk-Ladder Type - Thermoplastic	1515-4	SF	3,750	3.00	11,250.00
19	Install Bike Lane Symbol With Arrow Pavement Marking - Thermoplastic	1515-4	EA	47	100.00	4,700.00
20	Install "STOP" Pavement Marking - Thermoplastic	1515-4	EA	98	100.00	9,800.00
21	Install "AHEAD" Pavement Marking - Thermoplastic	1515-4	EA	15	125.00	1,875.00
22	Install "SLOW" Pavement Marking - Thermoplastic	1515-4	EA	14	100.00	1,400.00
23	Install "SCHOOL" Pavement Marking - Thermoplastic	1515-4	EA	12	200.00	2,400.00
24	Install "XING" Pavement Marking - Thermoplastic	1515-4	EA	11	100.00	1,100.00
25	Install "PED" Pavement Marking - Thermoplastic	1515-4	EA	3	85.00	255.00
26	Install "YIELD" Pavement Marking - Thermoplastic	1515-4	EA	1	100.00	100.00
27	Install "KEEP" Pavement Marking - Thermoplastic	1515-4	EA	25	100.00	2,500.00
28	Install "CLEAR" Pavement Marking - Thermoplastic	1515-4	EA	25	100.00	2,500.00
29	Install RR-XING Symbol Pavement Marking - Thermoplastic	1515-4	EA	23	200.00	4,600.00
30	Install 24" RR-XING Transverse Line - Thermoplastic	1515-4	LF	300	3.00	900.00
31	Install Arrow Type IV Pavement Marking - Thermoplastic	1515-4	EA	228	75.00	16,950.00
32	Install Arrow Type VI Pavement Marking - Thermoplastic	1515-4	EA	20	85.00	1,700.00
33	Install Arrow Type VII(L) Pavement Marking - Thermoplastic	1515-4	EA	6	100.00	600.00
34	Install Arrow Type I-10' Pavement Marking - Thermoplastic	1515-4	EA	5	75.00	375.00
35	Install 6" Solid White Stripe - Thermoplastic	1515-4	LF	4,400	0.55	2,420.00

36	Install 12' Solid White - Thermoplastic	1515-4	LF	11,400	2.00	22,800.00
37	Install 12' Solid Yellow - Thermoplastic	1515-4	LF	2,000	2.00	4,000.00
38	Install Detail 2 - Thermoplastic	1515-4	LF	12,000	0.55	6,600.00
39	Install Detail 8 - Thermoplastic	1515-4	LF	34,000	0.55	18,700.00
40	Install Detail 22 - Thermoplastic	1515-4	LF	29,600	2.00	59,200.00
41	Install Detail 25 - Thermoplastic	1515-4	LF	12,000	0.65	7,800.00
42	Install Detail 27B - Thermoplastic	1515-4	LF	15,000	0.65	9,750.00
43	Install Detail 29 - Thermoplastic	1515-4	LF	8,000	2.50	15,000.00
44	Install Detail 32 - Thermoplastic	1515-4	LF	9,500	2.50	23,750.00
45	Install Detail 35 - Thermoplastic	1515-4	LF	18,600	1.00	18,600.00
46	Install Detail 39 - Thermoplastic	1515-4	LF	52,000	0.55	28,600.00
47	Install Detail 39A - Thermoplastic	1515-4	LF	11,000	0.55	6,050.00
48	Install Detail 40 - Thermoplastic	1515-4	LF	800	0.55	440.00
49	Install White Yield Line (Isosceles Triangle) Pavement Marking - Thermoplastic	1515-4	SF	300	2.00	600.00
50	Paint Curb Red (2-Coat)	1515-4	LF	10,600	1.00	10,600.00
51	Install Blue RPM	1515-4	EA	160	10.00	1,600.00
Miscellaneous Works						
52	Remove And Replace PCC Curb & Gutter (Type A2-8)	1174-6	LF	300	74.75	22,425.00
53	Remove And Replace PCC Curb & Gutter, 12' CF (Type A2-8 Modified)	1174-6	LF	180	85.04	15,307.20
54	Remove And Replace PCC Curb & Gutter (Type A2-6)	1174-6	LF	500	73.81	37,905.00
55	Remove And Replace PCC Rolled Curb	1174-6	LF	100	87.02	8,702.00
56	Remove And Replace PCC Sidewalk	1174-6	SF	4,400	11.01	48,444.00
57	Adjust Traffic Pullbox To Finished Grade	1525-4	EA	8	840.00	6,720.00
58	Install PCC Ribbon Gutter Per City Standard Plate 117	1174-6	SF	2,000	24.36	48,720.00

59	Install 24-Inch Root Barrier	1174-6	LF	240	78.75	18,900.00
60	Install Traffic Loop Type D	1520-23	EA	105	378.00	39,690.00
61	Install Traffic Loop Type E	1520-23	EA	105	352.00	58,960.00
62	Install Green Pavement Marking (MMA)	1515-4	SF	1,500	8.00	12,000.00
63	Install or Remove and Replace Bus Stop Sign	1530-4	EA	15	185.00	2,775.00
64	Install or Remove and Replace Sign Post	1530-4	EA	184	100.00	18,400.00
65	Install or Remove and Replace W9-1 Sign	1530-4	EA	5	185.00	925.00
66	Install or Remove and Replace W4-2 Sign	1530-4	EA	6	185.00	1,110.00
67	Install or Remove and Replace R3-7R Sign	1530-4	EA	4	185.00	740.00
68	Install or Remove and Replace R3-1A Sign (Except Buses Plaque)	1530-4	EA	4	185.00	740.00
69	Install or Remove and Replace R1-5 Sign	1530-4	EA	15	185.00	2,775.00
70	Install or Remove and Replace W11-2 Sign	1530-4	EA	45	185.00	8,325.00
71	Install or Remove and Replace W6-7P Sign	1530-4	EA	15	150.00	2,250.00
72	Install or Remove and Replace W13-9P Sign	1530-4	EA	15	150.00	2,250.00
73	Install or Remove and Replace SW24-1(CA) Sign	1530-4	EA	33	185.00	6,105.00
74	Install or Remove and Replace SW24-3(CA) Sign	1530-4	EA	33	185.00	6,105.00
75	Relocate 4-Ft High Wooden or Vinyl Fence, Complete-In-Place	1152-5	LF	90	89.00	8,010.00
BASE AMOUNT TOTAL					56,019,307.35	

ADDITIVE ITEM 1:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Remove And Replace PCC ADA Curb Ramp With Cast in Place Detectable Warning Tile.	1174-B	SF	15.000	11.78	176,700
TOTAL ADDITIVE ITEM 1:						176,700

ADDITIVE ITEM 2:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
2	Install 3' X 4' Detectable Warning Surface Applied Tiles	1501-4	SF	3.655	30.00	109,680
TOTAL ADDITIVE ITEM 2:						109,680

ADDITIVE ITEM 3:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
3	Remove And Replace PCC Commercial Driveway Per City Standard Plate 115	1174-B	SF	1200	18.11	21,732
TOTAL ADDITIVE ITEM 3:						21,732

ADDITIVE ITEM 4:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
4	Relocate Traffic Pull Box	1525-4	EA	5	6,825	34,125
TOTAL ADDITIVE ITEM 4:						34,125

ADDITIVE ITEM 5:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
5	Tree Removal (24"x36" Dia.)	1902-4	EA	5	4,725	23,625
TOTAL ADDITIVE ITEM 5:						23,625

ADDITIVE ITEM 6:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
6	Grind PCC Sidewalk Edge	1174-8	SF	200	31.00	6,200
TOTAL ADDITIVE ITEM 6:						6,200

ADDITIVE ITEM 7:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	City Hall – East & West Wing ADA Improvement					
1	Unclassified Excavation	1120-4	CY	20	240.00	4,800
2	Class 2 Aggregate Base	1130-4	TN	30	115.00	3,450
3	Remove And Replace PCC Double Box (60"x14") Storm Drain Channel	1174-5	LF	135	427.67	57,735.45
4	Remove And Replace 14" Sidewalk Drainage Trench & Grate, Complete-In-Place	1192-5	LF	52	460.00	23,920
5	Remove And Replace PCC Storm Drain Curb Opening Per City Std Plate 124	1174-6	LS	1	6,014.04	6,014.04
6	Remove And Replace PCC ADA Curb Ramp With Cast-In-Place Detectable Warning Tile	1174-6	SF	190	36.00	6,840

B B

7	Remove And Replace PCC Sidewalk	1174-6	SF	1,345	13.00	17,485
8	Remove And Replace PCC Curb And Gutter (A2-6)	1174-6	LF	46	80.46	3,701.16
9	Install Double 3-Inch White Solid Parking Stall Stripe	1515-4	LF	144	1.00	144.00
10	Install 4" Solid Blue Parking Stripe	1515-4	LF	264	1.00	264.00
11	Install ADA Parking Symbol (ISA) Pavement Marking	1515-4	EA	5	50.00	250.00
12	Install "NO PARKING" Pavement Marking	1515-4	EA	5	50.00	250.00
13	Remove Existing Parking Stall Striping	1515-4	LS	1	2,778	2,778
14	Relocate Compact Parking Sign And Post	1530-4	EA	1	150.00	150.00
15	Install Off-Street Parking Signs Assembly (Van Accessible) And Post Per Caltrans Std Plan A90A	1530-4	EA	4	200.00	800.00
16	Remove And Dispose Concrete floor pad And AC ADA ramp	1903-3	SF	100	11.62	1,162.00
TOTAL ADDITIVE ITEM 7:						129,743.125

ADDITIVE ITEM B:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	City Hall – East Wing Parking Lot Improvement					
1	Micro-Surfacing (Type II)	1163-5	TN	45	350.00	15,750
2	Remove And Replace PCC ADA Curb Ramp With Cast In Place Detectable Warning Tile	1174-5	SF	200	17.34	3,468
3	Remove And Replace PCC Sidewalk	1174-5	SF	100	44.99	4,499
4	Install 12-Inch Solid White Limit Line (T)	1515-4	LF	20	2.00	40.00
5	Install 4-Inch Solid White Parking Stripe	1515-4	LF	350	1.00	350.00
6	Install 4-Inch Solid Blue Parking Stripe	1515-4	LF	220	1.00	220.00
7	Install Double 3-Inch White Parking Stall Stripe	1515-4	LF	1,800	1.50	2,700
8	Remove Existing and Install 24-Inch Solid White Continental Crosswalk Striping (T)	1515-4	LF	120	500.00 5.00	600.00
9	Install ADA Parking Symbol (ISA) Pavement Marking	1515-4	EA	4	50.00	200.00
10	Install "NO PARKING" Pavement Marking	1515-4	EA	3	50.00	150.00
11	Install "COMPACT" Pavement Marking	1515-4	EA	12	50.00	600.00
12	Install "STOP" Pavement Marking (T)	1515-4	EA	1	100.00	100.00
13	Relocate Street Name Sign And Post	1530-4	EA	1	150.00	150.00
TOTAL ADDITIVE ITEM B:						28,827

Note: Items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Gianna Pourarien

Date: May 5, 2020
Phone: 805-385-7675

Reason for Appropriation:

Appropriate and reallocate funds to fulfill agreement A-8205 with Hardy & Harper Inc. for construction services for Thin Maintenance Overlay Phase II Project 181N06.

Accounts and Descriptions

AMOUNT

Fund: 105-STREET MAINTENANCE FUND

Expenditures/Transfers Out

181N06 THIN MAINTENANCE OVERLAY PH. II

105-3015-826.82-08	SERVICES CONSTRUCTION	960,493
105-3015-803.84-51	SERVICES TO OTHER PROGRAMS	402,239
105-3015-803.88-02	FOR CONTINGENCIES	655,000

183102 AUTO CENTER NEIGHBORHOOD

105-3015-826.82-08	SERVICES CONSTRUCTION	(194,706)
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183111 CHANNEL ISLANDS BLVD.

105-3015-826.82-08	SERVICES CONSTRUCTION	(116,682)
105-3015-826.84-51	SERVICES TO OTHER PROGRAMS	(192,139)
105-3015-826.82-09	SVCS-OTHER PROF/CONTRACT	(49,676)

183112 VINEYARD AVE PHASE II RESF

105-3015-826.82-08	SERVICES CONSTRUCTION	(725,000)
105-3015-826.84-51	SERVICES TO OTHER PROGRAMS	(72,500)
105-3015-826.82-09	SVCS-OTHER PROF/CONTRACT	(21,750)

203003 FIVE PTS NEIG STREET RESU

105-3015-826.82-08	SERVICES CONSTRUCTION	(118,921)
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181N08 5PTS N.EAST NEIGHB RESURFACING

105-3015-803.82-09	SERVICES CONSTRUCTION	(23,090)
105-3015-803.84-51	SERVICES TO OTHER PROGRAMS	(88,632)

181N03 THIN MAINTENANCE OVERLAY

105-3015-803.82-09	SVCS-OTHER PROF/CONTRACT	(18,385)
105-3015-803.84-51	SERVICES TO OTHER PROGRAMS	(279,100)
105-3015-803.82-08	SERVICES-CONSTRUCTION	(117,151)

Sub-total Expenditures	<u>0</u>
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Net Change to Fund Balance	<u>0</u>
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REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Gianna Pourarien

Date: May 5, 2020
Phone: 805-385-7675

Reason for Appropriation:

Appropriate and reallocate funds to fulfill agreement A-8205 with Hardy & Harper Inc. for construction services for Thin Maintenance Overlay Phase II Project 18IN06.

<u>Accounts and Descriptions</u>	<u>AMOUNT</u>
Fund: 185 RMRA GAS TAX	
Expenditures/Transfers Out	
181N06 THIN MAINTENANCE OVERLAY PH. II	
185-3015-826.82-08 SERVICES CONSTRUCTION	4,557,399
203001 COLLEGE PARK NEIGH ST. RESUR	
185-3015-826.82-08 SERVICES CONSTRUCTION	(105,883)
185-3015-826.84-51 SERVICES TO OTHER PROGRAMS	(16,452)
203002 COMMERCIAL NEIGHBORHOOD RESURFACING	
185-3015-826.82-08 SERVICES CONSTRUCTION	(345,272)
185-3015-826.84-51 SERVICES TO OTHER PROGRAMS	(82,318)
203003 FIVE PTS NEIG STREET RESU	
185-3015-826.82-08 SERVICES CONSTRUCTION	(620,075)
185-3015-826.84-51 SERVICES TO OTHER PROGRAMS	(176,424)
203004 GOLF & VICTORIA	
185-3015-826.82-08 SERVICES CONSTRUCTION	(185,000)
185-3015-826.84-51 SERVICES TO OTHER PROGRAMS	(31,115)
203008 WILSON NEIGH ST. RESURF	
185-3015-826.82-08 SERVICES CONSTRUCTION	(1,238,605)
185-3015-826.84-51 SERVICES TO OTHER PROGRAMS	(305,901)
203005 HOBSON PRK EAST ST RESURF	
185-3015-826.82-08 SERVICES CONSTRUCTION	(930,000)
185-3015-826.84-51 SERVICES TO OTHER PROGRAMS	(225,007)
173105 VINEYARD AVENUE ST. RESURFPW16-12	
185-3125-826.82-08 SERVICES CONSTRUCTION	(295,347)
Sub-total Expenditures	<u>0</u>
Net Change to Fund Balance	<u>0</u>

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Gianna Pourarien

Date: May 5, 2020
Phone: 805-385-7675

Reason for Appropriation:

Appropriate and reallocate funds to fulfill agreement A-8205 with Hardy & Harper Inc. for construction services for Thin Maintenance Overlay Phase II Project 18IN06.

Accounts and Descriptions

AMOUNT

Fund: 315-TAB/HERO

Expenditures/Transfers Out

18IN06 Thin Maintenance Overlay Phase II

315-3015-826.82-08	SERVICES CONSTRUCTION	<u>100,000</u>
	Sub-total Expenditures	<u>100,000</u>

Net Change to Fund Balance	<u>(100,000)</u>
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Net Appropriation Change	<u>100,000</u>
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

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

Thin Maintenance Overlay Project Phase II (Rebid 2)

Specification No. PW 18-58R2

Owner: City of Oxnard

Bid Opening: 2/4/20				Hardy & Harper, Inc.		Toro Enterprises, Inc.		Granite Construction Company		Sully-Miller Contracting Company	
				32 Rancho Circle Lake Forest, CA 92630		2101 East Ventura Blvd. Oxnard, CA 93036		4820 McGrath Street, #101 Ventura, CA 93003		135 S State College Blvd, 400 Brea, CA 92821	
				#1		#2		#3		#4	
Item No.	Description	Unit of Measure	Evaluation Quantity	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
1	Mobilization/Demobilization (shall not exceed 5% of the total bid)	LS	1	\$293,346.15	\$293,346.15	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
2	Traffic Control And Public Convenience And Safety	LS	1	\$514,177.00	\$514,177.00	\$570,000.00	\$570,000.00	\$292,369.00	\$292,369.00	\$70,307.00	\$70,307.00
3	Storm Water Pollution Prevention Plan	LS	1	\$88,746.00	\$88,746.00	\$43,000.00	\$43,000.00	\$85,000.00	\$85,000.00	\$3,000.00	\$3,000.00
	0.10 – Feet Thick Thin Maintenance Overlay										
4	Cold Mill AC Pavement (2" Max)	SY	100,000	\$3.00	\$300,000.00	\$2.95	\$295,000.00	\$4.20	\$420,000.00	\$2.50	\$250,000.00
5	Unclassified Excavation	CY	1,000	\$64.18	\$64,180.00	\$75.00	\$75,000.00	\$91.00	\$91,000.00	\$132.00	\$132,000.00
6	Class 2 Aggregate Base	TN	1,600	\$39.00	\$62,400.00	\$32.00	\$51,200.00	\$42.00	\$67,200.00	\$63.00	\$100,800.00
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	TN	1,300	\$154.16	\$200,408.00	\$110.00	\$143,000.00	\$123.00	\$159,900.00	\$169.00	\$219,700.00
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	TN	2,000	\$154.16	\$308,320.00	\$110.00	\$220,000.00	\$122.00	\$244,000.00	\$140.00	\$280,000.00
9	Leveling/ Surface patching Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	TN	1,200	\$115.06	\$138,072.00	\$120.00	\$144,000.00	\$100.00	\$120,000.00	\$155.00	\$186,000.00
10	Asphalt Rubber Hot Mix (ARHM-GG-D PG 64-16)	TN	21,300	\$115.06	\$2,450,778.00	\$118.00	\$2,513,400.00	\$126.00	\$2,683,800.00	\$133.00	\$2,832,900.00
11	Crack Seal	LB	11,500	\$4.20	\$48,300.00	\$4.15	\$47,725.00	\$12.00	\$138,000.00	\$5.00	\$57,500.00
12	Micro-Surfacing (Type II)	TN	800	\$350.00	\$280,000.00	\$343.00	\$274,400.00	\$360.00	\$288,000.00	\$420.00	\$336,000.00
13	Adjust Manhole Cover To Finished Grade	EA	232	\$1,076.00	\$249,632.00	\$1,280.00	\$296,960.00	\$1,195.00	\$277,240.00	\$1,330.00	\$308,560.00
14	Adjust Water Valve Cover To Finished Grade	EA	450	\$625.00	\$281,250.00	\$715.00	\$321,750.00	\$660.00	\$297,000.00	\$660.00	\$297,000.00
15	Adjust Survey Monument Cover To Finished Grade	EA	35	\$604.00	\$21,140.00	\$915.00	\$32,025.00	\$905.00	\$31,675.00	\$720.00	\$25,200.00
16	Adjust Water Meter Box To Finished Grade	EA	35	\$525.00	\$18,375.00	\$575.00	\$20,125.00	\$700.00	\$24,500.00	\$360.00	\$12,600.00
	Traffic Striping and Markers										

17	Install 24" Yellow Crosswalk-Ladder Type - Thermoplastic	SF	7,500	\$3.00	\$22,500.00	\$3.10	\$23,250.00	\$3.25	\$24,375.00	\$2.60	\$19,500.00
18	Install 24" White Crosswalk-Ladder Type - Thermoplastic	SF	3,750	\$3.00	\$11,250.00	\$3.10	\$11,625.00	\$3.20	\$12,000.00	\$2.60	\$9,750.00
19	Install Bike Lane Symbol With Arrow Pavement Marking - Thermoplastic	EA	47	\$100.00	\$4,700.00	\$103.00	\$4,841.00	\$108.00	\$5,076.00	\$154.00	\$7,238.00
20	Install "STOP" Pavement Marking - Thermoplastic	EA	98	\$100.00	\$9,800.00	\$103.00	\$10,094.00	\$108.00	\$10,584.00	\$288.00	\$28,224.00
21	Install "AHEAD" Pavement Marking - Thermoplastic	EA	15	\$125.00	\$1,875.00	\$129.00	\$1,935.00	\$135.00	\$2,025.00	\$390.00	\$5,850.00
22	Install "SLOW" Pavement Marking - Thermoplastic	EA	14	\$100.00	\$1,400.00	\$103.00	\$1,442.00	\$108.00	\$1,512.00	\$288.00	\$4,032.00
23	Install "SCHOOL" Pavement Marking - Thermoplastic	EA	12	\$200.00	\$2,400.00	\$207.00	\$2,484.00	\$215.00	\$2,580.00	\$460.00	\$5,520.00
24	Install "XING" Pavement Marking - Thermoplastic	EA	11	\$100.00	\$1,100.00	\$103.00	\$1,133.00	\$108.00	\$1,188.00	\$288.00	\$3,168.00
25	Install "PED" Pavement Marking - Thermoplastic	EA	3	\$85.00	\$255.00	\$88.00	\$264.00	\$90.00	\$270.00	\$231.00	\$693.00
26	Install "YIELD" Pavement Marking - Thermoplastic	EA	1	\$100.00	\$100.00	\$103.00	\$103.00	\$108.00	\$108.00	\$390.00	\$390.00
27	Install "KEEP" Pavement Marking - Thermoplastic	EA	25	\$100.00	\$2,500.00	\$103.00	\$2,575.00	\$108.00	\$2,700.00	\$288.00	\$7,200.00
28	Install "CLEAR" Pavement Marking - Thermoplastic	EA	25	\$100.00	\$2,500.00	\$103.00	\$2,575.00	\$108.00	\$2,700.00	\$390.00	\$9,750.00
29	Install RR-XING Symbol Pavement Marking - Thermoplastic	EA	23	\$200.00	\$4,600.00	\$207.00	\$4,761.00	\$215.00	\$4,945.00	\$430.00	\$9,890.00
30	Install 24" RR-XING Transverse Line - Thermoplastic	LF	300	\$3.00	\$900.00	\$3.10	\$930.00	\$3.25	\$975.00	\$5.60	\$1,680.00
31	Install Arrow Type IV Pavement Marking - Thermoplastic	EA	226	\$75.00	\$16,950.00	\$77.00	\$17,402.00	\$81.00	\$18,306.00	\$84.25	\$19,040.50
32	Install Arrow Type VI Pavement Marking - Thermoplastic	EA	20	\$85.00	\$1,700.00	\$88.00	\$1,760.00	\$92.00	\$1,840.00	\$253.00	\$5,060.00
33	Install Arrow Type VII(L) Pavement Marking - Thermoplastic	EA	6	\$100.00	\$600.00	\$103.00	\$618.00	\$108.00	\$648.00	\$168.00	\$1,008.00
34	Install Arrow Type I-10 Pavement Marking - Thermoplastic	EA	5	\$75.00	\$375.00	\$78.00	\$390.00	\$81.00	\$405.00	\$91.25	\$456.25
35	Install 6" Solid White Stripe - Thermoplastic	LF	4,400	\$0.55	\$2,420.00	\$0.60	\$2,640.00	\$0.60	\$2,640.00	\$1.26	\$5,544.00
36	Install 12" Solid White - Thermoplastic	LF	11400	\$2.00	\$22,800.00	\$2.10	\$23,940.00	\$2.15	\$24,510.00	\$2.60	\$29,640.00
37	Install 12" Solid Yellow - Thermoplastic	LF	2,000	\$2.00	\$4,000.00	\$2.10	\$4,200.00	\$2.15	\$4,300.00	\$2.60	\$5,200.00
38	Install Detail 2 - Thermoplastic	LF	12,000	\$0.55	\$6,600.00	\$0.60	\$7,200.00	\$0.60	\$7,200.00	\$0.56	\$6,720.00

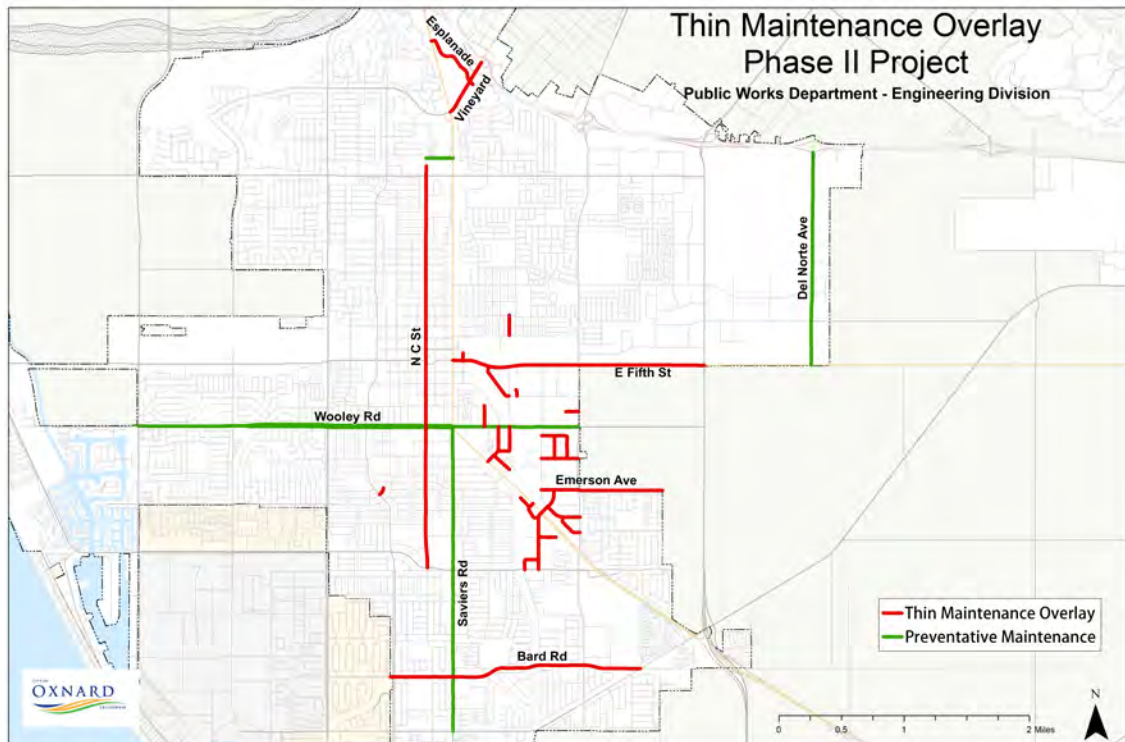
39	Install Detail 9 Thermoplastic	LF	34,000	\$0.55	\$18,700.00	\$0.57	\$19,380.00	\$0.60	\$20,400.00	\$0.56	\$19,040.00
40	Install Detail 22 Thermoplastic	LF	29,600	\$2.00	\$59,200.00	\$2.07	\$61,272.00	\$2.15	\$63,640.00	\$2.31	\$68,376.00
41	Install Detail 25 Thermoplastic	LF	12,000	\$0.65	\$7,800.00	\$0.67	\$8,040.00	\$0.70	\$8,400.00	\$1.12	\$13,440.00
42	Install Detail 27B Thermoplastic	LF	15,000	\$0.65	\$9,750.00	\$0.67	\$10,050.00	\$0.70	\$10,500.00	\$1.12	\$16,800.00
43	Install Detail 29 Thermoplastic	LF	6,000	\$2.50	\$15,000.00	\$2.58	\$15,480.00	\$2.70	\$16,200.00	\$5.05	\$30,300.00
44	Install Detail 32 Thermoplastic	LF	9,500	\$2.50	\$23,750.00	\$2.58	\$24,510.00	\$2.70	\$25,650.00	\$3.58	\$34,010.00
45	Install Detail 38 Thermoplastic	LF	18,600	\$1.00	\$18,600.00	\$1.03	\$19,158.00	\$1.10	\$20,460.00	\$1.96	\$36,456.00
46	Install Detail 39 Thermoplastic	LF	52,000	\$0.55	\$28,600.00	\$0.57	\$29,640.00	\$0.60	\$31,200.00	\$1.12	\$58,240.00
47	Install Detail 39A Thermoplastic	LF	11,000	\$0.55	\$6,050.00	\$0.57	\$6,270.00	\$0.60	\$6,600.00	\$1.12	\$12,320.00
48	Install Detail 40 Thermoplastic	LF	800	\$0.55	\$440.00	\$0.57	\$456.00	\$0.60	\$480.00	\$1.05	\$840.00
49	Install White Yield Line (Isosceles Triangle) Pavement Marking Thermoplastic	SF	300	\$2.00	\$600.00	\$2.07	\$621.00	\$2.15	\$645.00	\$17.00	\$5,100.00
50	Paint Curb Red (2-Coat)	LF	10,600	\$1.00	\$10,600.00	\$1.03	\$10,918.00	\$1.05	\$11,130.00	\$2.64	\$27,984.00
51	Install Blue RPM	EA	160	\$10.00	\$1,600.00	\$10.35	\$1,656.00	\$10.00	\$1,600.00	\$25.25	\$4,040.00
	Miscellaneous Works										
52	Remove And Replace PCC Curb & Gutter (Type A2-8)	LF	300	\$74.75	\$22,425.00	\$100.00	\$30,000.00	\$80.00	\$24,000.00	\$94.00	\$28,200.00
53	Remove And Replace PCC Curb & Gutter, 12" CF (Type A2-8 Modified)	LF	180	\$85.04	\$15,307.20	\$89.00	\$16,020.00	\$118.00	\$21,240.00	\$99.00	\$17,820.00
54	Remove And Replace PCC Curb & Gutter (Type A2-6)	LF	500	\$75.81	\$37,905.00	\$91.00	\$45,500.00	\$82.00	\$41,000.00	\$80.75	\$40,375.00
55	Remove And Replace PCC Rolled Curb	LF	100	\$87.02	\$8,702.00	\$84.00	\$8,400.00	\$114.00	\$11,400.00	\$90.50	\$9,050.00
56	Remove And Replace PCC Sidewalk	SF	4,400	\$11.01	\$48,444.00	\$9.85	\$43,340.00	\$12.50	\$55,000.00	\$10.20	\$44,880.00
57	Adjust Traffic Pullbox To Finished Grade	EA	8	\$840.00	\$6,720.00	\$826.00	\$6,608.00	\$230.00	\$1,840.00	\$1,030.00	\$8,240.00
58	Install PCC Ribbon Gutter Per City Standard Plate 117	SF	2,000	\$24.36	\$48,720.00	\$30.00	\$60,000.00	\$43.00	\$86,000.00	\$9.20	\$18,400.00
59	Install 24-Inch Root Barrier	LF	240	\$78.75	\$18,900.00	\$41.00	\$9,840.00	\$29.00	\$6,960.00	\$26.00	\$6,240.00
60	Install Traffic Loop Type D	EA	105	\$378.00	\$39,690.00	\$371.00	\$38,955.00	\$390.00	\$40,950.00	\$450.00	\$47,250.00
61	Install Traffic Loop Type E	EA	165	\$357.00	\$58,905.00	\$351.00	\$57,915.00	\$365.00	\$60,225.00	\$440.00	\$72,600.00
62	Install Green Pavement Marking (MMA)	SF	1,500	\$8.00	\$12,000.00	\$8.25	\$12,375.00	\$8.65	\$12,975.00	\$5.00	\$7,500.00
63	Install or Remove and Replace Bus Stop Sign	EA	15	\$185.00	\$2,775.00	\$191.00	\$2,865.00	\$200.00	\$3,000.00	\$288.00	\$4,320.00
64	Install or Remove and Replace Sign Post	EA	184	\$100.00	\$18,400.00	\$103.00	\$18,952.00	\$108.00	\$19,872.00	\$161.00	\$29,624.00

65	Install or Remove and Replace W9-1 Sign	EA	5	\$185.00	\$925.00	\$191.00	\$955.00	\$200.00	\$1,000.00	\$140.00	\$700.00
66	Install or Remove and Replace W4-2 Sign	EA	6	\$185.00	\$1,110.00	\$191.00	\$1,146.00	\$200.00	\$1,200.00	\$140.00	\$840.00
67	Install or Remove and Replace R3-7R Sign	EA	4	\$185.00	\$740.00	\$191.00	\$764.00	\$200.00	\$800.00	\$140.00	\$560.00
68	Install or Remove and Replace R3-1A Sign (Except Buses Plaque)	EA	4	\$185.00	\$740.00	\$191.00	\$764.00	\$200.00	\$800.00	\$140.00	\$560.00
69	Install or Remove and Replace R1-5 Sign	EA	15	\$185.00	\$2,775.00	\$191.00	\$2,865.00	\$200.00	\$3,000.00	\$140.00	\$2,100.00
70	Install or Remove and Replace W11-2 Sign	EA	45	\$185.00	\$8,325.00	\$191.00	\$8,595.00	\$200.00	\$9,000.00	\$140.00	\$6,300.00
71	Install or Remove and Replace W16-7P Sign	EA	15	\$150.00	\$2,250.00	\$155.00	\$2,325.00	\$160.00	\$2,400.00	\$105.00	\$1,575.00
72	Install or Remove and Replace W16-9P Sign	EA	15	\$150.00	\$2,250.00	\$155.00	\$2,325.00	\$160.00	\$2,400.00	\$105.00	\$1,575.00
73	Install or Remove and Replace SW24-1(CA) Sign	EA	33	\$185.00	\$6,105.00	\$191.00	\$6,303.00	\$200.00	\$6,600.00	\$140.00	\$4,620.00
74	Install or Remove and Replace SW24-3(CA) Sign	EA	33	\$185.00	\$6,105.00	\$191.00	\$6,303.00	\$200.00	\$6,600.00	\$140.00	\$4,620.00
75	Relocate 4-Ft High Wooden or Vinyl Fence, Complete-In-Place	LF	90	\$89.00	\$8,010.00	\$70.00	\$6,300.00	\$95.00	\$8,550.00	\$80.00	\$7,200.00
Base Amount Total:					\$6,019,367.35		\$6,070,613.00		\$6,294,288.00		\$6,289,215.75
Additive Item #1											
1	Remove And Replace PCC ADA Curb Ramp With Cast in Place Detectable Warning Tile.	SF	15,000	\$11.78	\$176,700.00	\$19.30	\$289,500.00	\$13.00	\$195,000.00	\$16.40	\$246,000.00
Additive Item #2											
2	Install 2' x3' Detectable Warning Surface Applied Tiles	SF	3,656	\$30.00	\$109,680.00	\$34.00	\$124,304.00	\$30.00	\$109,680.00	\$36.25	\$132,530.00
Additive Item #3											
3	Remove and Replace PCC Commercial Driveway Per City Standard Plate 115	SF	1,200	\$18.11	\$21,732.00	\$15.70	\$18,840.00	\$34.00	\$40,800.00	\$20.25	\$24,300.00
Additive Item #4											
4	Relocate Traffic Pull Box	EA	5	\$6,825.00	\$34,125.00	\$8,500.00	\$42,500.00	\$7,015.00	\$35,075.00	\$10,300.00	\$51,500.00
Additive Item #5											
5	Tree Removal (24"-36" Dia)	EA	5	\$4,725.00	\$23,625.00	\$5,215.00	\$26,075.00	\$2,700.00	\$13,500.00	\$8,900.00	\$44,500.00
Additive Item #6											
6	Grind PCC Sidewalk Edge	SF	200	\$31.00	\$6,200.00	\$26.00	\$5,200.00	\$27.00	\$5,400.00	\$15.00	\$3,000.00
Additive Item #7											
City Hall East & West Wing ADA Improvement											
1	Unclassified Excavation	CY	20	\$240.00	\$4,800.00	\$110.00	\$2,200.00	\$265.00	\$5,300.00	\$137.00	\$2,740.00
2	Class 2 Aggregate Base	TN	30	\$115.00	\$3,450.00	\$66.00	\$1,980.00	\$143.00	\$4,290.00	\$68.00	\$2,040.00
3	Remove And Replace PCC Double Box (60"x14") Storm Drain Channel	LF	135	\$427.67	\$57,735.45	\$480.00	\$64,800.00	\$230.00	\$31,050.00	\$420.00	\$56,700.00

4	Remove And Replace 14" Sidewalk Drainage Trench & Grate, Complete-In-Place	LF	52	\$460.00	\$23,920.00	\$500.00	\$26,000.00	\$265.00	\$13,780.00	\$450.00	\$23,400.00
5	Remove And Replace PCC Storm Drain Curb Opening Per City Std Plate 124	LS	1	\$6,014.04	\$6,014.04	\$9,800.00	\$9,800.00	\$1,205.00	\$1,205.00	\$6,700.00	\$6,700.00
6	Remove And Replace PCC ADA Curb Ramp With Cast-In-Place Detectable Warning Tile	SF	190	\$36.00	\$6,840.00	\$21.50	\$4,085.00	\$13.80	\$2,622.00	\$31.00	\$5,890.00
7	Remove And Replace PCC Sidewalk	SF	1,345	\$13.00	\$17,485.00	\$10.00	\$13,450.00	\$11.00	\$14,795.00	\$5.50	\$7,397.50
8	Remove And Replace PCC Curb And Gutter (A2-6)	LF	46	\$80.46	\$3,701.16	\$74.00	\$3,404.00	\$54.00	\$2,484.00	\$89.25	\$4,105.50
9	Install Double 3-Inch White Solid Parking Stall Stripe	LF	144	\$1.00	\$144.00	\$1.03	\$148.32	\$1.00	\$144.00	\$2.50	\$360.00
10	Install 4" Solid Blue Parking Stripe	LF	264	\$1.00	\$264.00	\$1.03	\$271.92	\$1.00	\$264.00	\$1.25	\$330.00
11	Install ADA Parking Symbol (ISA) Pavement Marking	EA	5	\$50.00	\$250.00	\$52.00	\$260.00	\$54.00	\$270.00	\$91.25	\$456.25
12	Install "NO PARKING" Pavement Marking	EA	5	\$50.00	\$250.00	\$52.00	\$260.00	\$54.00	\$270.00	\$28.00	\$140.00
13	Remove Existing Parking Stall Striping	LS	1	\$2,778.00	\$2,778.00	\$2,900.00	\$2,900.00	\$3,000.00	\$3,000.00	\$3,580.00	\$3,580.00
14	Relocate Compact Parking Sign And Post	EA	1	\$150.00	\$150.00	\$155.00	\$155.00	\$162.00	\$162.00	\$264.00	\$264.00
15	Install Off-Street Parking Signs Assembly (Van Accessible) And Post Per Caltrans Std Plan A90A	EA	4	\$200.00	\$800.00	\$207.00	\$828.00	\$216.00	\$864.00	\$320.00	\$1,280.00
16	Remove And Dispose Concrete floor pad And AC ADA ramp	SF	100	\$11.62	\$1,162.00	\$16.50	\$1,650.00	\$9.00	\$900.00	\$10.00	\$1,000.00
Total Additive Item 7:					\$129,743.65		\$132,192.24		\$81,400.00		\$116,383.25
Additive Item #8											
City Hall East Wing Parking Lot Improvement											
1	Micro-Surfacing (Type II)	TN	45	\$350.00	\$15,750.00	\$343.00	\$15,435.00	\$455.00	\$20,475.00	\$420.00	\$18,900.00
2	Remove And Replace PCC ADA Curb Ramp With Cast in Place Detectable Warning Tile	SF	200	\$17.34	\$3,468.00	\$19.00	\$3,800.00	\$33.00	\$6,600.00	\$39.50	\$7,900.00
3	Remove And Replace PCC Sidewalk	SF	100	\$44.99	\$4,499.00	\$23.00	\$2,300.00	\$21.50	\$2,150.00	\$17.70	\$1,770.00
4	Install 12-Inch Solid White Limit Line (T)	LF	20	\$2.00	\$40.00	\$2.10	\$42.00	\$2.15	\$43.00	\$5.00	\$100.00
5	Install 4-Inch Solid White Parking Stripe	LF	350	\$1.00	\$350.00	\$1.03	\$360.50	\$1.10	\$385.00	\$1.00	\$350.00
6	Install 4-Inch Solid Blue Parking Stripe	LF	220	\$1.00	\$220.00	\$1.03	\$226.60	\$1.10	\$242.00	\$1.25	\$275.00
7	Install Double 3-Inch White Parking Stall Stripe	LF	1,800	\$1.50	\$2,700.00	\$1.55	\$2,790.00	\$1.60	\$2,880.00	\$2.30	\$4,140.00
8	Remove Existing and Install 24-Inch Solid White Continental Crosswalk Striping (T)	LF	120	\$5.00	\$600.00	\$5.16	\$619.20	\$5.40	\$648.00	\$5.00	\$600.00
9	Install ADA Parking Symbol (ISA) Pavement Marking	EA	4	\$50.00	\$200.00	\$52.00	\$208.00	\$54.00	\$216.00	\$91.25	\$365.00
10	Install "NO PARKING" Pavement Marking	EA	3	\$50.00	\$150.00	\$52.00	\$156.00	\$54.00	\$162.00	\$28.00	\$84.00

11	Install "COMPACT" Pavement Marking	EA	12	\$50.00	\$600.00	\$52.00	\$624.00	\$54.00	\$648.00	\$28.00	\$336.00
12	Install "STOP" Pavement Marking (T)	EA	1	\$100.00	\$100.00	\$103.00	\$103.00	\$108.00	\$108.00	\$281.00	\$281.00
13	Relocate Street Name Sign And Post	EA	1	\$150.00	\$150.00	\$155.00	\$155.00	\$160.00	\$160.00	\$470.00	\$470.00
Total Additive Item 8:					\$28,827.00		\$26,819.30		\$34,717.00		\$35,571.00
TOTAL BID SUBMITTED:				\$6,550,000.00			\$6,749,243.54		\$6,809,860.00		\$6,943,000.00
TOTAL BID VERIFIED:				\$6,550,000.00			\$6,736,043.54		\$6,809,860.00		\$6,943,000.00
				Hardy & Harper, Inc.		Toro Enterprises, Inc.		Granite Construction Company		Sully-Miller Contracting Company	
Subcontractors:				Pavement Coatings EBS Utilities Adjusting, Inc. MD Crackfill CP Engineering Case Land Surveying Pavement Recycling Systems RP Barricade Superior Pavement Markings		Pavement Coatings Case Land Surveying Chrisp Co. MV Rubberized Crackfill California Professional Engineering		Pavement Rehab Co. California Professional Engineering Chrisp Co. Pavement Coatings Co Cindy Trump Inc.		CMB Structures CI Survey Pavement Coatings Co Superior Pavement Markings Green Coast Landscape MD Rubber Crackfill EBS Utilities CPE	

Correction to calculation.



Award Agreement A-8205 to Hardy & Harper, Inc. for Thin Maintenance Overlay Phase II (Rebid) Project No. PW 18-58R2

Public Works and Transportation Committee
April 14, 2020

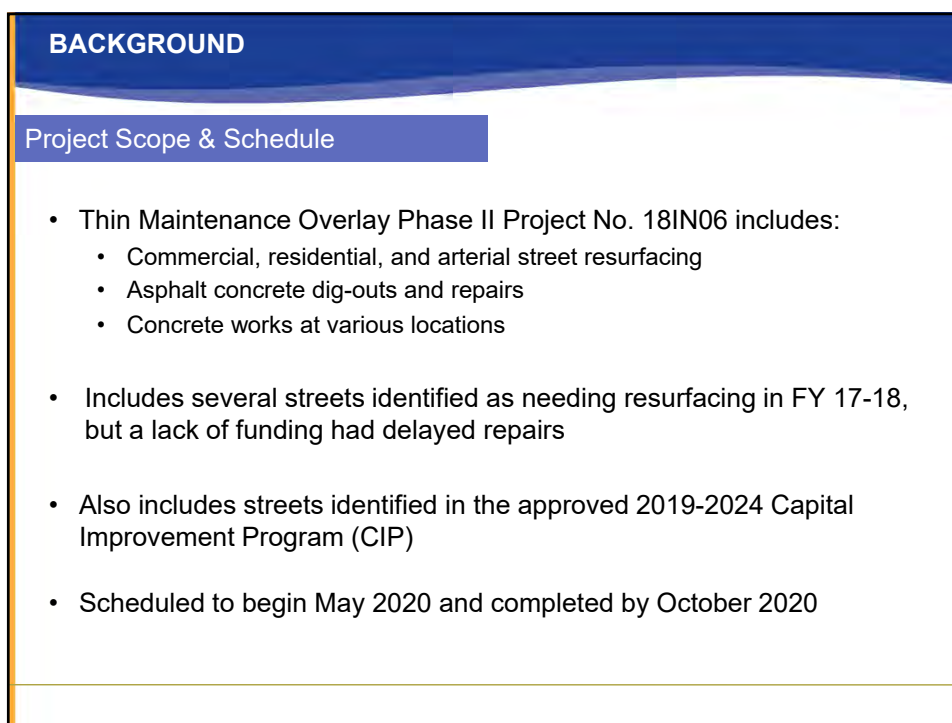
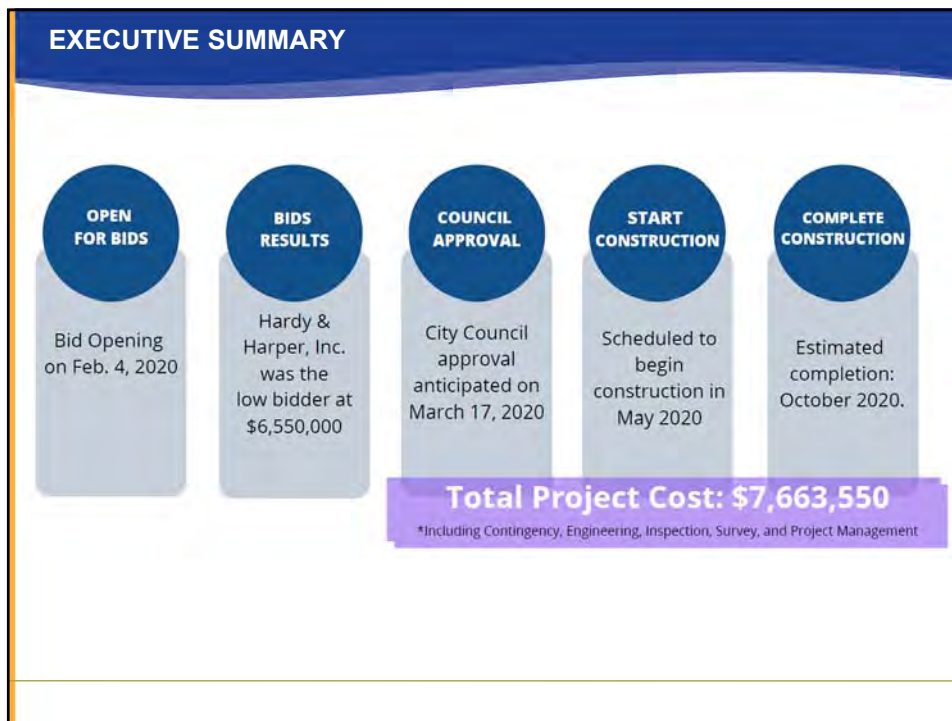
Tatiana Arnaout
City Engineer

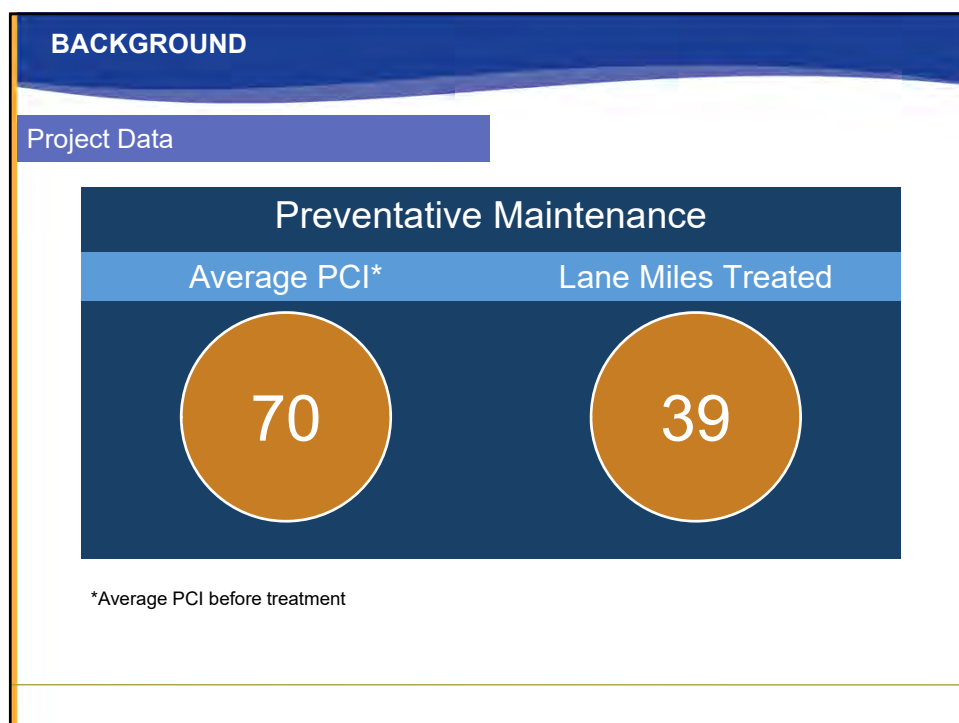
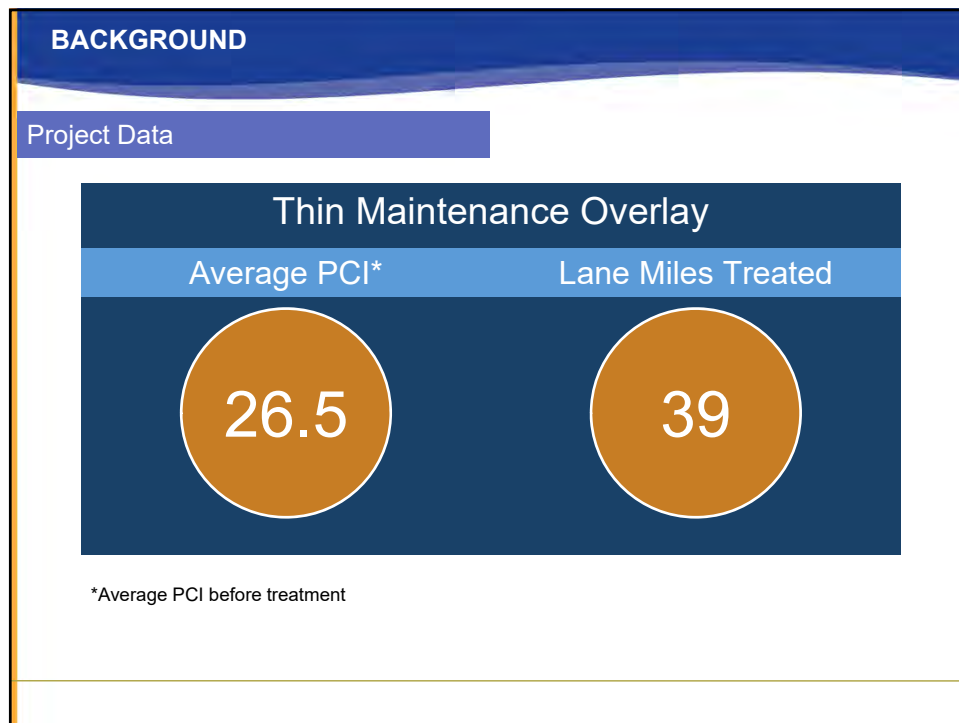


RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council to approve and authorize:

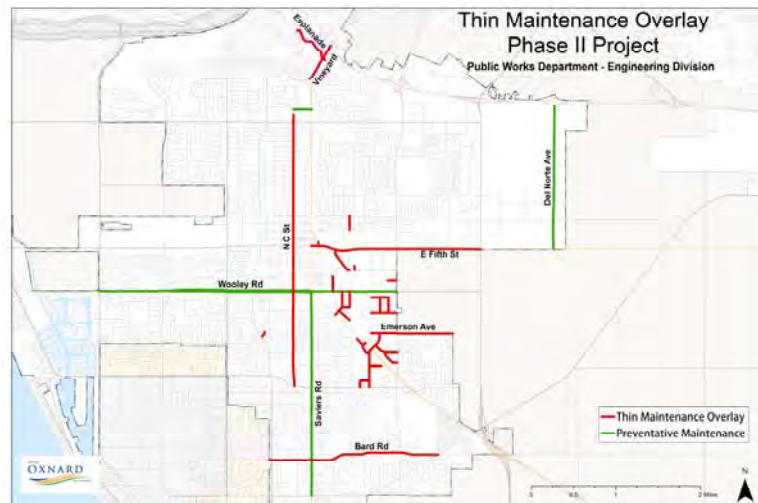
1. The Mayor to execute Agreement A-8205 for \$6,550,000 to Hardy & Harper, Inc. for the Thin Maintenance Overlay Project Phase II (Rebid) PW 18-58R2; and
2. A Project contingency amount of \$655,000 for Project contingency for the Thin Maintenance Overlay Project Phase II; and
3. A Project allocation of \$458,500 for engineering, inspection, survey and project management for the Thin Maintenance Overlay Project Phase II; and
4. The City Manager to execute a budget appropriation of \$100,000 from the Tab Hero/SW Ormond Fund (315).





BACKGROUND

Project Area Map



BACKGROUND

Project Area Photos



Vineyard Avenue &
Esplanade Drive



Westar Drive

BACKGROUND

Project Area Photos



Fifth Street &
Meta Street



Statham
Parkway

BACKGROUND

Project Area Photos



Statham
Boulevard



Fifth
Street

DISCUSSION

Bidding Process

- Notice Inviting Formal Bids published January 16, 2020, bids due on February 4, 2020
- The City received the bids listed below:

Hardy & Harper, Inc.:	\$6,550,000.00
Toro Enterprises, Inc.:	\$6,749,243.54
Granite Construction Company:	\$6,809,860.00
Sully-Miller Contracting Company:	\$6,943,000.00
- Lowest, responsive bidder: Hardy & Harper, Inc.
- Staff researched and verified all required contractor credentials

DISCUSSION

Project Cost

Base bid + additive items	\$6,550,000
Contingency (10%)	\$655,000
Engineering, Inspection, Survey and Project Management (7%)	\$458,500
TOTAL ESTIMATE	\$7,663,500

DISCUSSION**Project Funding****Proposed Fund Transfers to TMO Phase II Project
(Projects Part of TMO Phase II)**

Project #	Project Name	Available Funds	Fund Transfer to TMO Phase II (Project #18IN06)
183112	Vineyard Ave Resurfacing Phase II	\$819,250	\$819,250
203002	Commercial Central Neighborhood Street Resurfacing	\$436,590	\$436,590
203003 & 18IN08	Five Point Neighborhood Street Resurfacing	\$1,057,982	\$1,057,982
Subtotal			\$2,313,822

DISCUSSION**Project Funding****Proposed Fund Transfers to TMO Phase II Project
(Completed Projects in Close-Out Process)**

Project #	Project Name	Available Funds	Fund Transfer to TMO Phase II (Project #18IN06)
173105	Vineyard Ave. Street Resurfacing	\$413,924	\$275,168
183102	Auto Center Neighborhood	\$207,015	\$207,015
183111	Channel Islands Blvd	\$381,965	\$381,965
18IN03	Thin Maintenance Overlay Phase I	\$426,383	\$426,383
Subtotal			\$1,290,531

DISCUSSION

Project Funding

Proposed Fund Transfers to TMO Phase II Project (Projects Pushing to Future Fiscal Years)

Project #	Project Name	Available Funds	Fund Transfer to TMO Phase II (Project #18IN06)	Available Funds After Transfer	AveragePCI
203001	College Park Neighborhood	\$132,335	\$132,335	\$0	54
203004	Golf & Victoria Estates Neighborhood	\$226,115	\$226,115	\$0	53
203005	Hobson Park East Neighborhood	\$1,165,007	\$1,039,930	\$125,077	54
203008	Wilson Neighborhood	\$1,554,506	\$1,554,506	\$0	55
Subtotal			\$2,952,886		54

FINANCIAL IMPACT

- TMO Phase II - Project #18IN06 has available \$1M in project budget
- Total \$7.66M available after council approval of \$6.56M in project fund transfers and appropriation request
- TMO Phase II - Project #18IN06 requires \$100,000 appropriation increase from Tab Hero/SW Ormond Fund (315)
- After appropriation, projected unrestricted fund balance is \$4,234,715

QUESTIONS?





PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: April 14, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Restructuring of Public Works Engineering and Traffic Engineering Divisions. (10/5/5)

RECOMMENDATION

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

1. The Mayor to adopt a Resolution to amend Resolution No. 15,241 authorizing full-time equivalent positions pursuant to Chapter 4 of the City Personnel Rules and Regulations;
2. The Mayor to adopt a Resolution to amend Resolution No. 15,242 authorizing and approving classification and salary schedules pursuant to Chapter 4 of the City Personnel Rules and Regulations; and
3. The City Manager to approve a budget appropriation in the amount of \$18,469.

BACKGROUND

Since approval and adoption of the City's Five-Year Capital Improvement Program (CIP), Public Works' Engineering Division has been working on the extensive list of projects approved for the FY 2019-20 in addition to the projects that were initiated previously (not included in the current CIP), but not yet completed. In order to maximize efficiencies, keep up with best practices and stay on project schedules, the City Engineer working with Human Resources staff has identified areas in the staffing structure that require restructuring in order to successfully achieve operational and administrative goals.

For the past several years, the Engineering Division has suffered from low staffing levels, high turn-over, made repeated recruitment attempts of key positions such as City Engineer, Senior Civil Engineers, Project Managers and Construction Inspectors. In addition to these staffing challenges, the organizational structure of the Engineering Division does not have supervisory or lead staff layers making it very difficult to oversee work product and staff while ensuring quality and accuracy. As the current structure stands, the City Engineer oversees and supervises all the different programs and has a staff of 17 direct reports. The span of supervision is too broad to successfully manage in an efficient way, exceeding best practices for the number of direct reports. The current organizational chart of the Public Works Engineering and Traffic Engineering Divisions is depicted in Exhibit A.

With the reclassification of the Landscape Architect and Construction & Maintenance Engineer to two (2) Supervising Civil Engineers, staff can have a dedicated supervisor in the Capital Improvement Program section and another in the In-house Design, Plan Check, Studies and Master Planning sections. Additionally, it is recommended that the current Transportation Services Manager classification be reclassified to a Supervising Civil Engineer classification that will be designated as the City Traffic Engineer.

Currently, the Engineering Division does not have any administrative support dedicated to projects for financial analysis and invoicing, assisting with division budget preparation, overseeing and staying current with state and federal regulations as they relate to construction and engineering, as well as conducting other analysis and preparing reports. This lack of administrative support dedicated to the Engineering Division seriously impacts the amount of work that can be produced by that group. The division is bottle necked in this area as they share this resource with other divisions that also have a demanding workload. For assistance in this area, the division is requesting the reclassification of an existing Construction Project Coordinator to an Administrative Technician I.

Also, the Engineering Division currently has one (1) Grants Specialist position. The need for staff in this area has increased in the past several fiscal years as there are less and less General Fund monies available. Considering the amount of CIP projects that the City plans to complete in the next five years, there is a strong need for additional funding and grant seeking. The reclassification of the Grants Specialist to a Grants Coordinator is recommended. Expanded grant writing and grant management capacity is something that can make a significant impact in securing future funding. Reclassifying the position to a higher level will ensure that we have the most qualified staff in that role.

Lastly, there are currently two classifications in the Engineering Division which are not aligned with the classification series already in place and require changes to better structure the division efficiently. The Engineer classification is recommended to be a Civil Engineer as this provides clarity on the discipline of engineering required. The two (2) PW Construction Project Managers are recommended to be Project Managers as the job descriptions are essentially the same. These changes would clean up the structure of the division. Through this reorganization, it is recommended to house the Traffic Engineering staff within the Engineering Division. The proposed organizational chart of the Public Works Engineering Division is depicted in Exhibit B.

DISCUSSION

The proposed changes to the current staffing consists of reclassifying eight (8) positions. The home funds for these positions currently reside in the General Fund with the exception of the Construction Project Coordinator which is split among the General Fund, Enterprise Funds and State Gas Tax Fund. These reclassifications would shift the General Fund positions to the Enterprise Funds, as that is where the respective job responsibilities will reside. This will further provide the General Fund relief in the annual amount of \$773,136 in expenditure reductions, offset in part by a reduced General Fund revenue estimate for the labor costs these positions would have charged to the enterprise funds had the positions remained in the General Fund. Exhibit C provides the current home funds as well as the proposed fund splits between the Enterprise Funds.

Salary Grade	Existing Classification Title	Position	Salary Grade	Recommended Classification Title	Position
M59	Landscape Architect	-1	M83	Supervising Civil Engineer	1
M66	Construction and Maintenance Engineer	-1	M83	Supervising Civil Engineer	1
M87	Transportation Services Manager	-1	M83	Supervising Civil Engineer	1

				(City Traffic Engineer)	
A97	Engineer	-1	A98	Civil Engineer	1
M38	PW Construction Project Manager	-2	M40	Project Manager	2
A61	Construction Project Coordinator	-1	A36	Administrative Technician I	1
A63	Grants Specialist I	-1	M36	Grants Coordinator	1
	Total	-8		Total	8

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The annual cost to reclass eight (8) existing positions is approximately \$110,819 for FY 2020-21. The prorated cost for FY 2019-20 is approximately \$18,469, calculated at two (2) months for all reclassification requests.

Fund	Fund Description	FY 2019-20 Prorated Cost	FY 2020-21 Annual Cost
101	General Fund	(\$128,857)	(\$773,136)
181	State Gas Tax Fund	(324)	(1,942)
601	Water Operating Fund	50,819	304,910
621	Wastewater Treatment Fund	49,257	295,540
631	Solid Waste Operating Fund	49,257	295,540
735	Facility Maintenance Fund	(454)	(2,722)
741	Fleet Services Fund	(1,229)	(7,371)
	Total	\$18,469	\$110,819

The financial impact detail for these requests is listed in Exhibit C by position and fund. The annual cost will be submitted in the Proposed Budget FY 2020-21 and future years. The majority of the additional funding needed for these changes will come from the Water, Wastewater, and Solid Waste enterprise funds. Additionally, it should be noted, each of these positions will be charging to approved CIP projects, thus resulting in net cost savings to the General Fund (all labor costs going forward to be incurred by the utility enterprise funds, offset in part by a reduced General Fund revenue estimate for the labor costs these positions would have charged to the enterprise funds had the positions remained in the General Fund.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. PW Engineering Position Resolution
2. Engineering Restructure Budget Appropriation
3. Exhibit A - Org Chart FY 19-20 Current
4. Exhibit B - Org Chart - FY19-20 Proposed
5. Exhibit C - Financial Impact Detail
6. PW Engineering Restructure PowerPoint

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NO. 15,241 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS
PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification: and

WHEREAS, the City Council has reviewed the revisions and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Resolution No. 15,241 with the following changes to the adopted FY 19/20 position allocations as specified, subject to approval of a budget appropriation for the revised allocation:

<u>Department</u>	<u>Title</u>	<u>Adopted 19/20</u>	<u>Proposed Change</u>	<u>New Allocation</u>
Public Works Department	Landscape Architect	1	-1	0
	Construction and Maintenance Engineer	1	-1	0
	Transportation Services Manager	1	-1	0
	Engineer	1	-1	0
	PW Construction Project Manager	3	-3	0
	Construction Project Coordinator	1	-1	0
	Grants Specialist I	1	-1	0
	Supervising Civil Engineer	0	+3	3
	Civil Engineer	0	+1	1
	Project Manager	2	+3	5
	Administrative Technician	0	+1	1
	Grants Coordinator	0	+1	1
	GRAND TOTAL	11	0	11

PASSED AND ADOPTED this 5th day of MAY 2020, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascension, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Tatiana Arnaout

Date: April 14, 2020

Phone: 805-385-8341

Reason for Appropriation:

Engineering and Traffic Engineering restructuring for FY 2019-20

Accounts and Descriptions

AMOUNT

Fund: 101-GENERAL FUND

Expenditures/Transfers Out

Transportation - Traffic Eng & Signals

101-3102-803-80-01 Personnel Services - Direct Labor - Regular 1,226

101-3102-803-80-42 Personnel Services - Employee Benefits 525

Sub-total Expenditures 1,751

Engineering Services - Design

101-3201-803-80-01 Personnel Services - Direct Labor - Regular (91,650)

101-3201-803-80-42 Personnel Services - Employee Benefits (39,279)

Sub-total Expenditures (130,929)

Maintenance Services - Parks & Public Grounds

101-5701-805-80-01 Personnel Services - Direct Labor - Regular 225

101-5701-805-80-42 Personnel Services - Employee Benefits 96

Sub-total Expenditures 321

Net Change to Fund Balance 128,857

Fund: 181-STATE GAS TAX FUND

Expenditures/Transfers Out

181-5704-803-80-01 Personnel Services - Direct Labor - Regular (227)

181-5704-803-80-42 Personnel Services - Employee Benefits (97)

Sub-total Expenditures (324)

Net Change to Fund Balance 324

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Tatiana Arnaout

Date: April 14, 2020
Phone: 805-385-8341

Reason for Appropriation:

Engineering and Traffic Engineering restructuring for FY 2019-20

Fund: 601-WATER OPERATING FUND

Expenditures/Transfers Out

601-6010-841-80-01	Personnel Services - Direct Labor - Regular	35,574
601-6010-841-80-42	Personnel Services - Employee Benefits	<u>15,245</u>
	Sub-total Expenditures	50,819
	Net Change to Fund Balance	<u>(50,819)</u>

Fund: 621-WASTEWATER TREATMENT OPERATIONS FUND

Expenditures/Transfers Out

621-6202-841-80-01	Personnel Services - Direct Labor - Regular	34,480
621-6202-841-80-42	Personnel Services - Employee Benefits	<u>14,777</u>
	Sub-total Expenditures	49,257
	Net Change to Fund Balance	<u>(49,257)</u>

Fund: 631-SOLID WASTE OPERATING FUND

Expenditures/Transfers Out

631-6301-841-80-01	Personnel Services - Direct Labor - Regular	34,480
631-6301-841-80-42	Personnel Services - Employee Benefits	<u>14,777</u>
	Sub-total Expenditures	49,257
	Net Change to Fund Balance	<u>(49,257)</u>

Fund: 735-FACILITIES MAINTENANCE FUND

Expenditures/Transfers Out

735-7401-851-80-01	Personnel Services - Direct Labor - Regular	(318)
735-7401-851-80-42	Personnel Services - Employee Benefits	<u>(136)</u>
	Sub-total Expenditures	(454)
	Net Change to Fund Balance	<u>454</u>

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works

Date: April 14, 2020

Project/Program

Manager: Tatiana Arnaout

Phone: 805-385-8341

Reason for Appropriation:

Engineering and Traffic Engineering restructuring for FY 2019-20

Fund: 741-FLEET SERVICES FUND

Expenditures/Transfers Out

741-7501-851-80-01 Personnel Services - Direct Labor - Regular (860)

741-7501-851-80-42 Personnel Services - Employee Benefits (369)

Sub-total Expenditures (1,229)

Net Change to Fund Balance 1,229

Net Appropriation Change (18,469)

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

Exhibit A - Existing Organizational Chart for Fiscal Year 2019-20
PW Engineering & Traffic Engineering

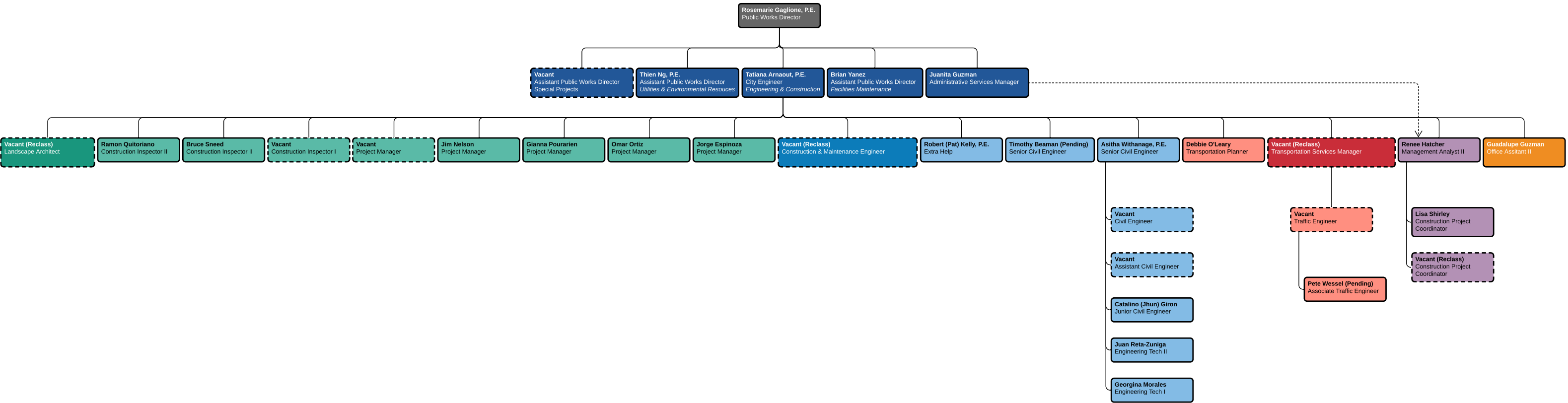
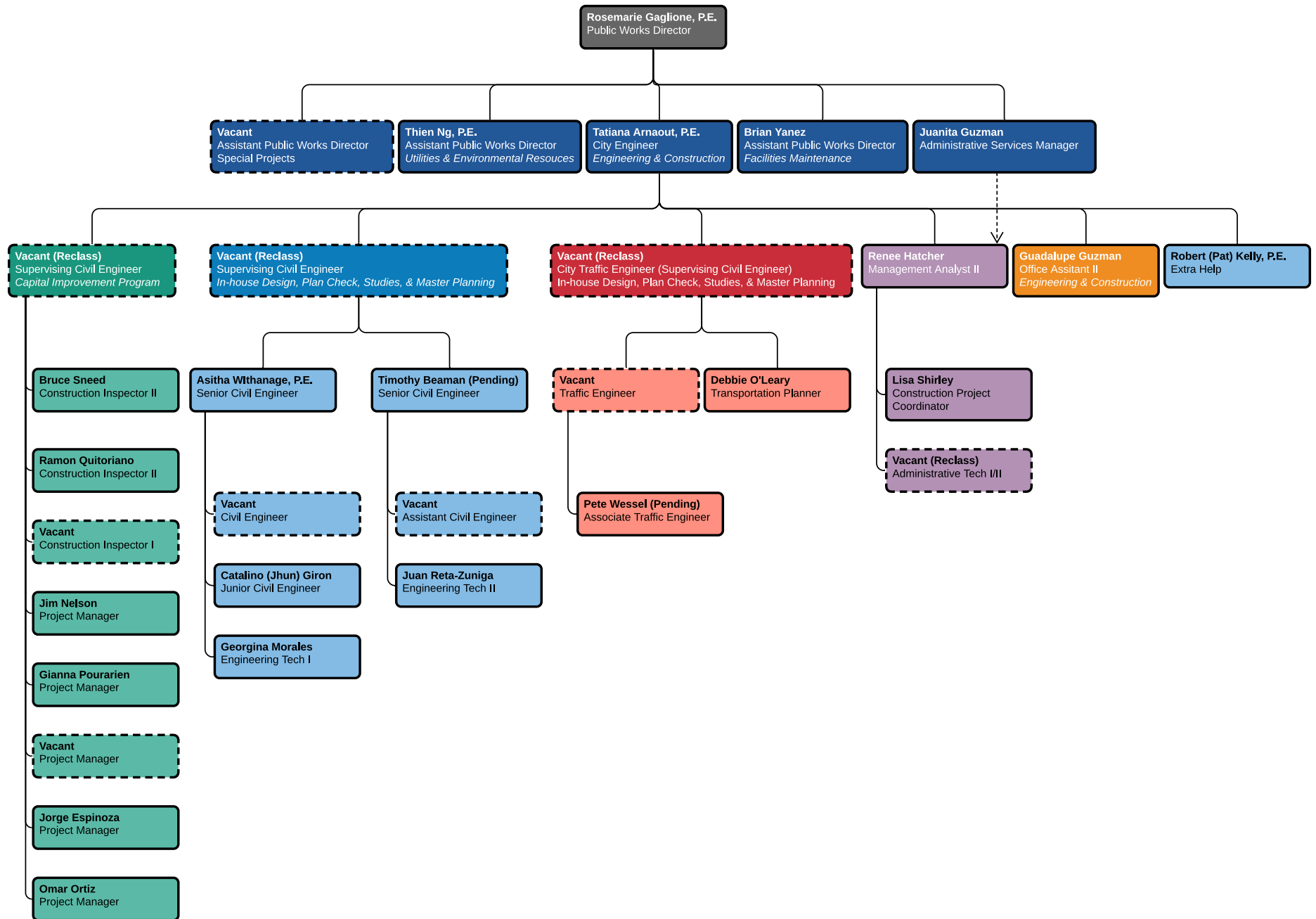


Exhibit B - Proposed Organizational Chart for Fiscal Year 2019-20 PW Engineering Division



Restructure of Engineering and Traffic Engineering Division

Exhibit C - Financial Impact Detail by Position and Fund

DIVISION	FUND	POSITION TITLE	GRADE	FTE	ANNUAL COST	PRORATED
General Fund	101	ASSOCIATE TRAFFIC ENGINEER (RECLASS)	A97	1	\$132,892	\$22,149
General Fund	101	(ASSOCIATE TRAFFIC DESIGN ENGINEER)	A97	-1	-\$122,247	-\$20,375
Water Op Fund	601	SUPERVISING CIVIL ENGINEER (RECLASS)	M83	0.34	\$59,068	\$9,845
W/W Treatment Op	621	SUPERVISING CIVIL ENGINEER (RECLASS)	M83	0.33	\$57,330	\$9,555
Solid Waste Op	631	SUPERVISING CIVIL ENGINEER (RECLASS)	M83	0.33	\$57,330	\$9,555
General Fund	101	(CONSTRUCTION & MAINT ENGINEER)	M66	-1	-\$134,351	-\$22,392
Water Op Fund	601	ADMINISTRATIVE TECHNICIAN (RECLASS)	A36	0.34	\$23,305	\$3,884
W/W Treatment Op	621	ADMINISTRATIVE TECHNICIAN (RECLASS)	A36	0.33	\$22,620	\$3,770
Solid Waste Op	631	ADMINISTRATIVE TECHNICIAN (RECLASS)	A36	0.33	\$22,620	\$3,770
General Fund	101	CONSTRUCTION PROJ COORDINATOR	A61	-0.05	-\$4,331	-\$722
State Gas Tax	181	CONSTRUCTION PROJ COORDINATOR	A61	-0.1	-\$8,662	-\$1,444
Water Op Fund	601	CONSTRUCTION PROJ COORDINATOR	A61	-0.25	-\$21,655	-\$3,609
W/W Treatment Op	621	CONSTRUCTION PROJ COORDINATOR	A61	-0.25	-\$21,655	-\$3,609
Solid Waste Op	631	CONSTRUCTION PROJ COORDINATOR	A61	-0.25	-\$21,655	-\$3,609
Fac Maint	735	CONSTRUCTION PROJ COORDINATOR	A61	-0.05	-\$4,331	-\$722
Fleet Services Fund	741	CONSTRUCTION PROJ COORDINATOR	A61	-0.05	-\$4,331	-\$722
Water Op Fund	601	CIVIL ENGINEER (RECLASS)	A98	0.34	\$46,136	\$7,689
W/W Treatment Op	621	CIVIL ENGINEER (RECLASS)	A98	0.33	\$44,779	\$7,463
Solid Waste Op	631	CIVIL ENGINEER (RECLASS)	A98	0.33	\$44,779	\$7,463
General Fund	101	ENGINEER	A97	-1	-\$135,695	-\$22,616
Water Op Fund	601	SUPERVISING CIVIL ENGINEER (RECLASS)	M83	0.34	\$59,068	\$9,845
W/W Treatment Op	621	SUPERVISING CIVIL ENGINEER (RECLASS)	M83	0.33	\$57,330	\$9,555
Solid Waste Op	631	SUPERVISING CIVIL ENGINEER (RECLASS)	M83	0.33	\$57,330	\$9,555
General Fund	101	LANDSCAPE ARCHITECT	M59	-1	-\$128,467	-\$21,411
Water Op Fund	601	PROJECT MANAGER (RECLASS)	M40	0.34	\$43,648	\$7,275
W/W Treatment Op	621	PROJECT MANAGER (RECLASS)	M40	0.33	\$42,364	\$7,061
Solid Waste Op	631	PROJECT MANAGER (RECLASS)	M40	0.33	\$42,364	\$7,061
General Fund	101	PW CONSTRUCTION PROJECTS MGR	M29	-1	-\$166,540	-\$27,757
Water Op Fund	601	PROJECT MANAGER (RECLASS)	M40	0.34	\$43,648	\$7,275
W/W Treatment Op	621	PROJECT MANAGER (RECLASS)	M40	0.33	\$42,364	\$7,061
Solid Waste Op	631	PROJECT MANAGER (RECLASS)	M40	0.33	\$42,364	\$7,061
General Fund	101	PW CONSTRUCTION PROJECTS MGR	M29	-1	-\$118,748	-\$19,791
Water Op Fund	601	PROJECT MANAGER (RECLASS)	M40	0.34	\$43,648	\$7,275
W/W Treatment Op	621	PROJECT MANAGER (RECLASS)	M40	0.33	\$42,364	\$7,061
Solid Waste Op	631	PROJECT MANAGER (RECLASS)	M40	0.33	\$42,364	\$7,061
General Fund	101	PW CONSTRUCTION PROJECTS MGR	M29	-1	-\$112,415	-\$18,736
General Fund	101	SUPERVISING CIVIL ENGINEER (RECLASS)	M83	0.75	\$130,296	\$21,716
State Gas Tax	181	SUPERVISING CIVIL ENGINEER (RECLASS)	M83	0.25	\$43,432	\$7,239
General Fund	101	TRANSPORTATION SVCS MANAGER	M87	-0.75	-\$119,788	-\$19,965
State Gas Tax	181	TRANSPORTATION SVCS MANAGER	M87	-0.25	-\$39,929	-\$6,655
General Fund	101	GRANTS COORDINATOR (RECLASS)	M36	0.1	\$9,298	\$1,550
State Gas Tax	181	GRANTS COORDINATOR (RECLASS)	M36	0.1	\$9,298	\$1,550
Water Op Fund	601	GRANTS COORDINATOR (RECLASS)	M36	0.25	\$23,245	\$3,874
W/W Treatment Op	621	GRANTS COORDINATOR (RECLASS)	M36	0.25	\$23,245	\$3,874
Solid Waste Op	631	GRANTS COORDINATOR (RECLASS)	M36	0.25	\$23,245	\$3,874
Fac Maint	735	GRANTS COORDINATOR (RECLASS)	M36	0.05	\$4,649	\$775
General Fund	101	GRANTS SPECIALIST I	A63	-0.05	-\$3,040	-\$507
State Gas Tax	181	GRANTS SPECIALIST I	A63	-0.1	-\$6,081	-\$1,014
Water Op Fund	601	GRANTS SPECIALIST I	A63	-0.25	-\$15,201	-\$2,534
W/W Treatment Op	621	GRANTS SPECIALIST I	A63	-0.25	-\$15,201	-\$2,534
Solid Waste Op	631	GRANTS SPECIALIST I	A63	-0.25	-\$15,201	-\$2,534
Fac Maint	735	GRANTS SPECIALIST I	A63	-0.05	-\$3,040	-\$507
Fleet Services Fund	741	GRANTS SPECIALIST I	A63	-0.05	-\$3,040	-\$507

Restructure of Engineering and Traffic Engineering Division

DIVISION	FUND	POSITION TITLE	GRADE	FTE	ANNUAL COST	PRORATED
				0.00	\$110,819	\$18,469

Resolution Amendments for Reclassification of Full Time Positions for Public Works Engineering & Traffic Engineering Divisions

Public Works and Transportation Committee
April 14, 2020

Tatiana Arnaout
City Engineer

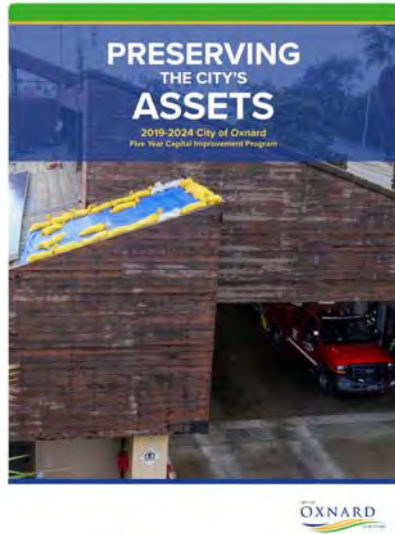


RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council:

1. The Mayor to adopt a Resolution to amend Resolution No. 15,241 authorizing full-time equivalent positions pursuant to Chapter 4 of the City Personnel Rules and Regulations;
2. The Mayor to adopt a Resolution to amend Resolution No. 15,242 authorizing and approving classification and salary schedules pursuant to Chapter 4 of the City Personnel Rules and Regulations; and
3. The City Manager to approve a budget appropriation in the amount of \$18,469.

BACKGROUND – PURPOSE & NEED



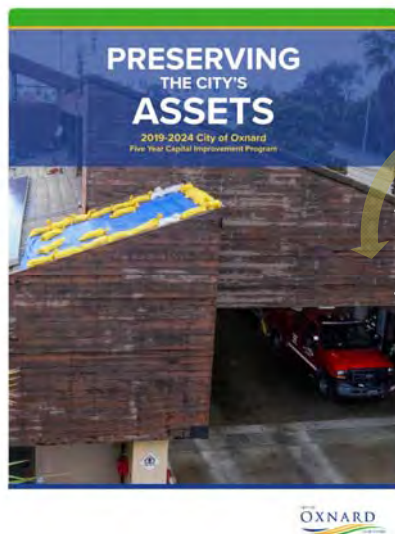
30+
Existing
CIP Projects



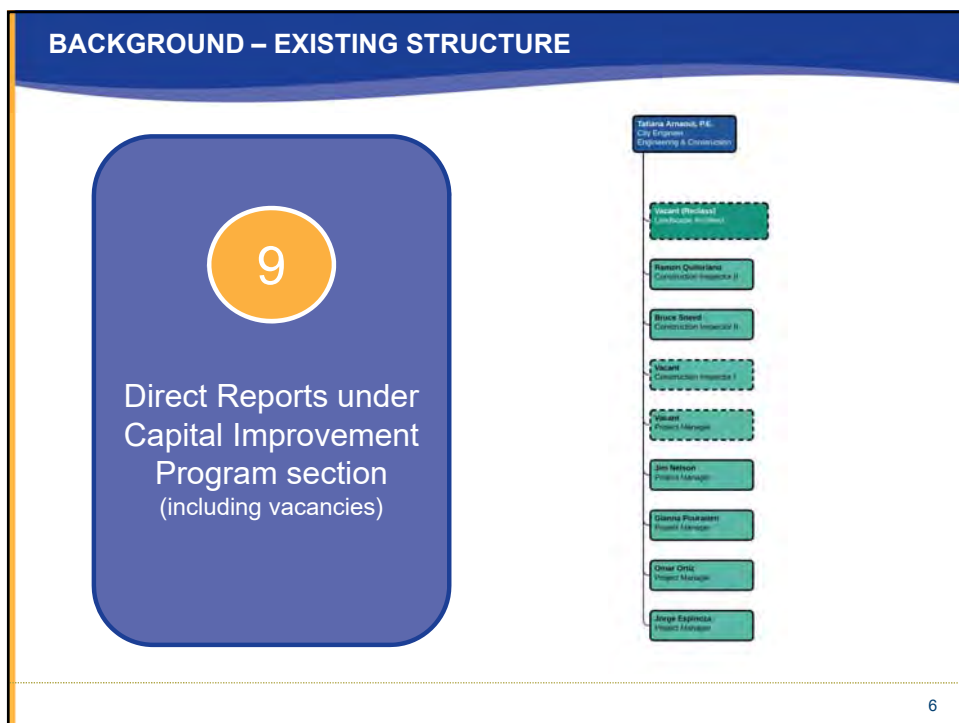
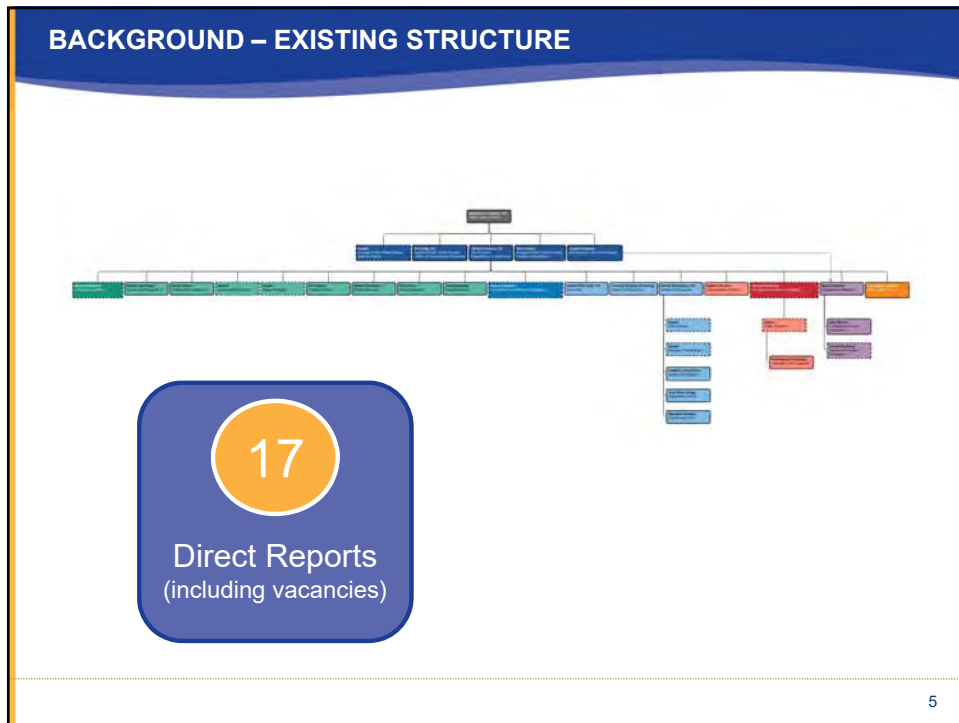
68 New
FY 19/20
CIP Projects

3

BACKGROUND – PURPOSE & NEED



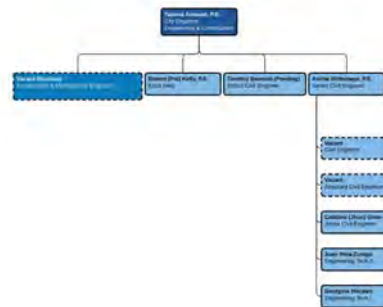
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BACKGROUND – EXISTING STRUCTURE

4

Direct Reports under
In-house Design,
Plan Check, Studies
and Master Planning
section
(including vacancies)

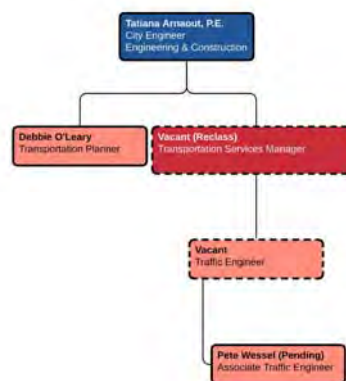


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BACKGROUND – EXISTING STRUCTURE

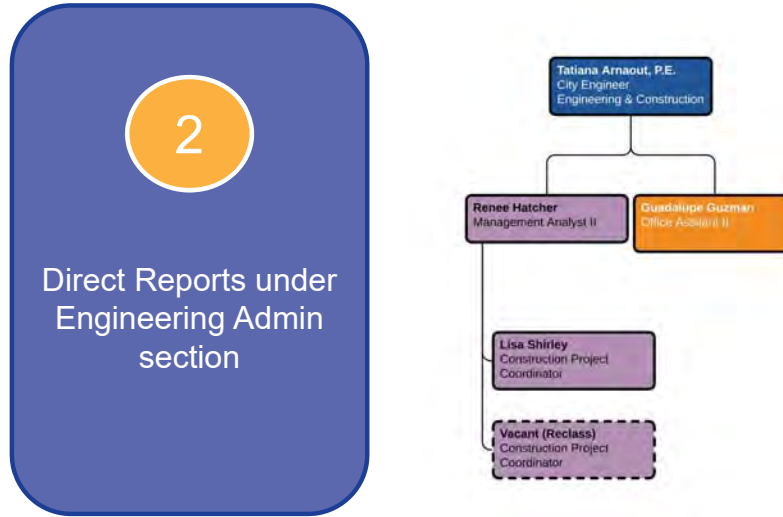
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Direct Reports under
Traffic Engineering
Division
(including vacancies)



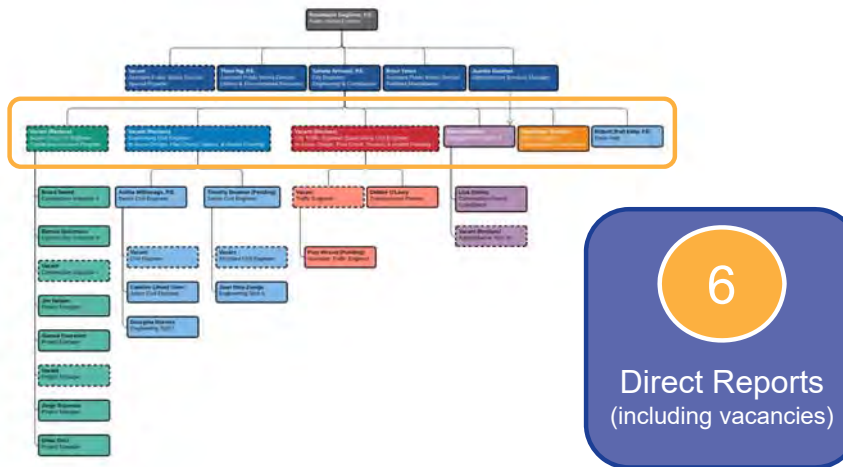
8

BACKGROUND – EXISTING STRUCTURE



9

BACKGROUND – PROPOSED STRUCTURE



10

BACKGROUND – PROPOSED STRUCTURE

6

Direct Reports
(including vacancies)

11

DISCUSSION

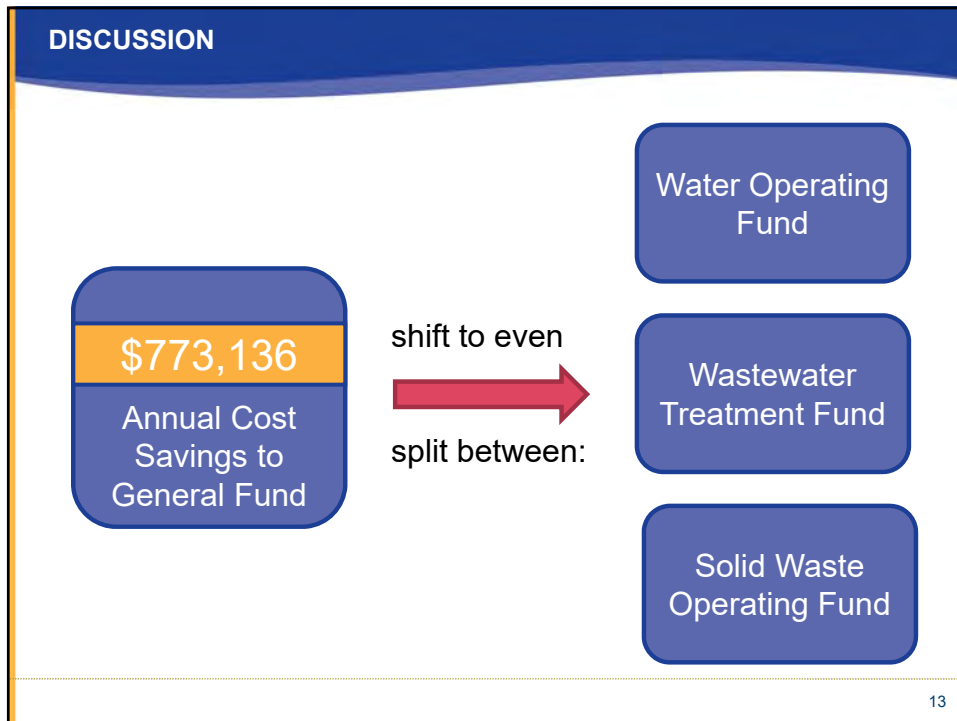
8

Reclassifications

Salary Grade	Existing Classification Title	Position	Salary Grade	Recommended Classification Title	Position
M59	Landscape Architect	-1	M83	Supervising Civil Engineer	1
M66	Construction and Maintenance Engineer	-1	M83	Supervising Civil Engineer	1
M87	Transportation Services Manager	-1	M83	Supervising Civil Engineer (City Traffic Engineer)	1
A97	Engineer	-1	A98	Civil Engineer	1
M38	PW Construction Project Manager	-2	M40	Project Manager	2
A61	Construction Project Coordinator	-1	A36	Administrative Technician I	1
A63	Grants Specialist I *	-1	M36	Grants Coordinator	1
Total		-8	Total		8

*Note: Grants Specialist I to Grants Coordinator under PW Administration

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- FINANCIAL IMPACT**
- Annual cost to reclassify eight (8) existing positions is approximately \$110,819 for FY 2020-21. The prorated cost for FY 2019-20 is approximately \$18,470.
 - The additional funding will come from the Water, Wastewater, and Solid Waste enterprise funds
 - Each position will charge to approved CIP projects
- 14

4/7/2020

FINANCIAL IMPACT

Fund	Fund Description	FY 2019-20 Prorated Cost	FY 2020-21 Annual Cost
101	General Fund	\$(128,857)	\$(773,136)
181	State Gas Tax Fund	(324)	(1,942)
601	Water Operating Fund	50,819	304,910
621	Wastewater Treatment Fund	49,257	295,540
631	Solid Waste Operating Fund	49,257	295,540
735	Facility Maintenance Fund	(454)	(2,722)
741	Fleet Services Fund	(1,229)	(7,371)
Total		\$18,469	\$110,819

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QUESTIONS?





PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: April 14, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Trade Services Agreement with BC Laboratories, Inc. for Samples Testing Services. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute Agreement A-8214 with BC Laboratories, Inc. for water, wastewater, and recycled water samples testing services in the amount of \$800,000 through May 5, 2023.

BACKGROUND

On January 28, 2020, the Public Works Department released a Request for Bid (RFB) to eight (8) firms for laboratory testing services with a bid closure date of February 18, 2020. A total of three (3) firms responded and an evaluating committee of City staff, Water and Wastewater Division Managers and a Management Analyst, selected BC Laboratories, Inc. (BC Labs) as the most responsive bidder based on price, qualification and experience.

DISCUSSION

The City of Oxnard water, wastewater, and recycled water treatment facilities are required by state and federal permits to sample and analyze water, wastewater, and recycled water for water quality constituents and provide certified reporting. The Wastewater Division operates a laboratory that has the ability to analyze most samples, but not all, of the required water, wastewater, and recycled water constituents. Therefore, a third party laboratory service is required to analyze samples for those constituents that the wastewater laboratory cannot. The third party laboratory will provide as needed analytical testing services as well as report preparation for regulatory authorities. This will ensure compliance with the wastewater National Pollutant Discharge Elimination System (NPDES) permit, the Environmental Protection Agency (EPA), the State Water Resources Control Board, and State Division of Drinking Water (DDW) reporting requirements.

The Wastewater Treatment Plant NPDES permit requires testing for the following pollutants.

- Eleven (11) organic compounds and pesticides
- Eleven (11) metals
- Twenty one (21) carcinogens (cancer causing)
- Forty one (41) non-carcinogens

The Advanced Water Purification Facility (AWPF) NPDES permit requires testing for the following pollutants.

- Five (5) organic compounds and pesticides
- Eighteen (18) metals
- Six (6) radioactive pollutants
- Twenty seven (27) volatile organic compounds
- Thirty three (33) non-volatile organic compounds

The Water Division DDW permit requires testing for the following pollutants.

- Eleven (11) organic compounds and pesticides
- Twenty (20) metals
- Six (6) radioactive pollutants
- Twenty nine (29) volatile organic compounds
- Twenty three (23) non-volatile organic compounds
- Bacteriological analysis
- Perfluorooctanoic acid (PFOA) & perfluorooctane sulfonate (PFOS) if necessary

A copy of the full pollutant testing list is included in the BC Labs agreement.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this agreement with BC Labs is \$800,000 through May 5, 2023. The spending plan for FY 2019-20 is \$45,000. Available funds are appropriated in the following funds:

FUND	ACCOUNT	FY 2019-20 SPENDING PLAN
Wastewater Collections Ops	611-6101-842-82-39	\$10,000
Wastewater Treatment Ops	621-6202-842-82-39	\$12,500
Water Operations	601-6012-842-82-39	\$10,000
Security-Contamination Prev	608-6015-842-82-39	\$12,500
TOTAL		\$45,000

Future funds will be requested in subsequent fiscal year budgets.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. Trade Services Agreement A-8214 (BC Labs)
2. BC Lab Response to City of Oxnard RFB PW 20-49 Laboratory Chemical Testing
3. PW 20-49 Bid Tabulation Sheet

4. BC Labs PowerPoint

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: May 5, 2020
- (2) Vendor: BC Laboratories, Inc.
- (3) Services: Samples testing for Public Works Water and Wastewater divisions
- (4) Schedule of Services: See Scope of Services and Rates Exhibit
- (5) Agreement Ending Date: May 5, 2023
- (6) Total Agreement Amount: \$800,000
- (7) City's Project Manager: Water and Wastewater Division Managers
- (8) Vendor's Project Manager: Alin Repede, Business Development Specialist
- (9) Insurance Coverage: INS-A
- (10) What wages are required for this Project?
- ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
- ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
- ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
- ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:
- | | |
|---|--|
| <i>FOR VENDOR:</i>

4464 McGrath St. Ste. 105
Ventura, CA 93003
Attn: Alin Repede,
Business Development Specialist | <i>FOR CITY:</i>

305 W. Third St. Third Floor
Oxnard, CA 93030
Attn: Thien Ng, Assistant Director |
|---|--|
- (12) Contact Emails:
- | | |
|--|---|
| <i>VENDOR'S PROJECT MANAGER:</i>

Alin Repede, Business Development Specialist | <i>CITY'S PROJECT MANAGER:</i>

1) Omar Castro, Water Division Manager
omar.castro@oxnard.org

2) Jan Hauser, Wastewater Division Manager
jan.hauser@oxnard.org

3) Eric Ngo, City Laboratory Supervisor
eric.ngo@oxnard.org |
|--|---|

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

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

AGREEMENT FOR TRADE SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

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

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

BC LABORATORIES, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Daniel Wilhitte, Purchasing Manager
☐ NA, Buyer

Carolyn Jackson, President² _____ Date _____

Richard Eglin, Vice President _____ 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 AND RATES EXHIBIT

WATER CAMPUS 251 SOUTH HAYES AVE						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
monthly	10	120	Methyl Tertiary Butyl Ether	EPA 524.2	\$35	\$4,200
weekly	7	364	Nitrate	EPA 300.0	\$8	\$2,912
monthly	10	120	Nitrate	EPA 300.0	\$8	\$960
weekly	7	354	TDS	SM 2540	\$7	\$2,478
quarterly	8	32	Trihalomethanes	EPA 524.2	\$40	\$1,280
quarterly	8	32	Haloacetic Acids	EPA 552.2	\$50	\$1,600
annual	10	10	Volatile Organics Compounds	EPA 524.2	\$55	\$550
annual	10	10	General Minerals	Various	\$90	\$900
annual	10	10	General Physicals	Various	\$15	\$150
annual	10	10	Inorganics	Various	\$70	\$700
weekly	4	208	Manganese	EPA 200.7	\$5	\$1,040
annual	10	10	Synthetic Organics Compounds EPA 525.2 Only	EPA 500 Series/1613	\$100	\$1,000
annual	7	7	Gross Alpha Radioactivity	EPA 900.0	\$35	\$245
annual	7	7	Gross Beta Radioactivity	EPA 900.0	\$10	\$70
annual	7	7	Radium 226	EPA 903.0	\$90	\$630
annual	7	7	Radium 228	EPA 904.0	\$120	\$840
weekly	4	208	pH, Conductivity	SM 4500-H+B-2000, EPA120.1	\$10	\$2,080
weekly	1	52	Langelier Index	By Calculation	\$5	\$260
quarterly	3	12	Uranium	EPA 200.8	\$15	\$180

WATER CAMPUS 251 SOUTH HAYES AVE						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
quarterly	3	12	EPA 200.8	EPA 200.8	\$80	\$960
annual	1	1	Strontium 90	EPA 905.0	\$110	\$110
annual	1	1	Tritium	EPA 906.0	\$60	\$60
If needed	5	5	Turbidity	EPA 180.1	\$5	\$0
If needed	5	5	BOD5	SM 5210B	\$20	\$0
If needed	5	5	Settable Solids	SM 2540	\$15	\$0
If needed	1	1	Acute Toxicity	96 hours	\$250	\$0
If needed	3 Entry Point 1 Maximum Residence		UCMR 4 Metals	EPA 200.8	\$40	\$0
If needed	3 Entry Point 1 Maximum Residence		UCMR 4 Bromide	EPA 300.1	\$35	\$0
If needed	3 Entry Point 1 Maximum Residence		UCMR 4 Pesticides	EPA 525.3	\$230	\$0
If needed	3 Entry Point 1 Maximum Residence		UCMR 4 Semivolatiles	EPA 530	\$201	\$0
If needed	3 Entry Point 1 Maximum Residence		UCMR 4 Alcohols	EPA 541	\$201	\$0
If needed	3 Entry Point		UCMR 4 Microcystins & Nodularin	EPA 544	\$230	\$0
If needed			UCMR 4 Anatoxin & Cylindrospermopsin	EPA 545	\$201	\$0
If needed			UCMR 4 Total Microcystin (ELISA)	EPA 546	\$173	\$0
If needed			UCMR 4 Haloacetic Acids	EPA 552.3	\$144	\$0
If needed			UCMR 4 Organic, Carbon	SM 5310C	\$35	\$0
annual	11	11	Asbestos	EPA 600/R-94/134	\$140	\$1,540
annual	11	11	Aggressive Index	By Calculation	\$5	\$55

annual	10	10	Perchlorate	EPA 314, 314.1, 331.0 or 332.0	\$25	\$250
weekly	43	2236	Coliforms	SM 9223 P/A	\$8	\$17,888
Total Annual Estimated Cost: Water Campus					\$42,938	

WASTEWATER TREATMENT PLANT 6001 PERKINS ROAD						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
quarterly	3	12	Dioxins- EPA 8290 High Resolution- Solid	EPA 8290	\$400	\$4,800
quarterly	3	12	PCB's Solid	EPA 8082	\$50	\$600
quarterly	2	8	PCB Congener (56) by GC/MS SIM- Water	EPA 625	\$400	\$3,200
monthly	1	12	PCB- Water	EPA 608	\$40	\$480
monthly	1	12	Chlorinated Pesticides-By-products+Mirex	EPA 608	\$40	\$480
quarterly	3	12	Dioxins- EPA 8290 High Resolution- Water	EPA 8290	\$400	\$4,800
quarterly	2	6	Chlorinated Pesticides including Mirex- Solid	EPA 8081A	\$40	\$240
quarterly	2	6	PCBs- Solid	EPA 8082A	\$40	\$240
semiannual	2	4	Semivolatile Organics Full List- Solid	EPA 8270	\$100	\$400
semiannual	2	4	Volatile Organics Full List including Acrylon, Acrylonitrile and 2-Chloroethyl Vinyl Ether- Solid	EPA 8260	\$55	\$220
semiannual	3	6	Semivolatile Organics Full List- Water	EPA 625	\$100	\$600
semiannual	3	6	Volatile Organics - Water	EPA 624	\$55	\$330
semiannual	3	6	Hexavalent Chromium (Cr6+) Water	EPA 218.6	\$25	\$150
semiannual	3	6	Organophosphorus Pesticides including Malathion- Water	EPA 8141	\$85	\$510
semiannual	3	6	Gross Alpha and Beta Water	EPA 9310	\$35	\$210
semiannual	3	6	Tributyltin - Water	GC/FPD	\$180	\$1,080
Total Annual Estimated Cost: Wastewater Treatment Plant					\$18,340	

ADVANCED WATER PURIFICATION FACILITY-INJECTION WELLS (MW-1D, MW-1M, MW-1S, MW-2, MW-3)						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
quarterly	5	20	General Minerals	Varies	\$90	\$1,800
quarterly	5	20	Inorganic Chemicals	Varies	\$70	\$1,400
quarterly	5	20	General Physical (Title 22)	Varies	\$15	\$300
quarterly	5	20	1,4-Dioxane - GCMS	EPA 827M	\$75	\$1,500
quarterly	5	20	1,2,3-Trichloropropane (TCP) - GCMS-SIM	SRL 524M-TCP	\$55	\$1,100
quarterly	5	20	EPA 625 - Semivolatile Organic Compounds	EPA 625	\$100	\$2,000
quarterly	5	20	EPA 556 - Formaldehyde only	EPA 556	\$110	\$2,200
quarterly	5	20	Bromate - EPA 300.1	EPA 300.1	\$25	\$500
quarterly	5	20	Chlorate - EPA 300.1	EPA 300.1	\$25	\$500
quarterly	5	20	Chlorite - EPA 300.1	EPA 300.1	\$25	\$500
quarterly	5	20	EPA 531.1 - Carbamates	EPA 531.1	\$85	\$1,700
quarterly	5	20	EPA 508 - Organochlorine Pesticides & PCBs	EPA 508	\$70	\$1,400
quarterly	5	20	EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3	\$70	\$1,400
quarterly	5	5	Oil and Grease - EPA 1664A	EPA 1664A	\$25	\$125
quarterly	5	20	EPA 549.2 - Diquat	EPA 549.2	\$70	\$1,400
quarterly	5	20	EPA 548.1 - Endothall	EPA 548.1	\$70	\$1,400
quarterly	5	20	EPA 8330A - Explosives	EPA 8330A	\$150	\$3,000
quarterly	5	20	EPA 504.1 - Fumigants (EDB, DBCP)	EPA 504.1	\$40	\$800
quarterly	5	20	EPA 547 - Glyphosate	EPA 547	\$80	\$1,600
quarterly	5	20	EPA 8015B - Glycol	EPA 8015B	\$100	\$2,000
quarterly	5	20	EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2	\$50	\$1,000

ADVANCED WATER PURIFICATION FACILITY-INJECTION WELLS MW-1D, MW-1M, MW-1S, MW-2, MW-3						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
quarterly	5	20	Boron - EPA 200.8	EPA 200.8	\$5	\$100
quarterly	5	20	Vanadium - EPA 200.8	EPA 200.8	\$5	\$100
quarterly	5	20	Nitrosoamines low-level - EPA 1625M	EPA 1625M	\$250	\$5,000
quarterly	5	20	Perchlorate - EPA 314.0	EPA 314.0	\$25	\$500
quarterly	5	20	PFCs in water by LC/MS	EPA 537M	\$300	\$6,000
quarterly	5	20	Polybrominated Diphenyl Ethers (PBDEs) - EPA 1614M	GC/MS SIM	\$316	\$6320
quarterly	5	20	PPCP - Morphine by LCMSMS-ESI+	EPA 1694M-ESI+	\$300	\$6,000
quarterly	5	20	PPCP - Pharmaceuticals by LCMSMS-ESI+	EPA 1694M-ESI+	\$300	\$6,000
quarterly	5	20	PPCP - Pharmaceuticals by LCMSMS-ESI-	EPA 1694M-ESI-	\$300	\$6,000
quarterly	5	20	PPCP - Hormones by LCMSMS-APCI+	EPA 1694M-APCI	\$300	\$6,000
quarterly	5	20	Alkyl Phenols by GCMS D7065	ASTM D7065	\$288	\$5760
quarterly	5	20	Pyrethroid Pesticides by GC/MS SIM	GC/MS NCI-SIM	\$253	\$5060
quarterly	5	20	Gross Alpha - EPA 900.0	EPA 900.0	\$35	\$700
quarterly	5	20	Gross Beta - EPA 900.0	EPA 900.0	\$10	\$200
quarterly	5	20	Uranium (pCi/L) - EPA 200.8	EPA 200.8	\$15	\$300
quarterly	5	20	EPA 525.2 - Semivolatile Organics - extended	EPA 525.2	\$100	\$2,000
quarterly	5	20	EPA 525.2 Mod - OPP low-level	EPA 525.2M	\$224	\$4480
quarterly	5	20	Dioxin 2378TCDD - EPA 1613B-ATP	EPA 1613B	\$200	\$4,000
quarterly	5	20	Asbestos, water - TEM	EPA 100.2	\$140	\$2,800

ADVANCED WATER PURIFICATION FACILITY MW-1D, MW-1M, MW-1S, MW-2, MW-3						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
quarterly	5	20	Radium-228	EPA Ra-05	\$120	\$2,400
quarterly	5	20	Strontium-90	EPA 905.0	\$110	\$2,200
quarterly	5	20	Tritium	EPA 906.0	\$60	\$1,200
quarterly	5	20	EPA 524.2 – TBA	EPA 524.2	\$35	\$700
quarterly	5	20	EPA 524.2 - Volatile Organic Compounds	EPA 524.2	\$55	\$1,100
quarterly	5	20	EPA 624 - Volatile Organic Compounds	EPA 624	\$55	\$1,100
Total Annual Estimated Cost: ASR Monitoring Wells					\$103,645	

ADVANCED WATER PURIFICATION FACILITY 5700 PERKINS ROAD- NON-POTABLE WATER SAMPLE						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
Monthly	1	12	General Minerals & Inorganic Chemicals	Varies	\$160	\$1,920
Quarterly	1	4	General Physical (Title 22)	Varies	\$15	\$60
Monthly	1	12	1,4-Dioxane - GCMS	EPA 8270M	\$75	\$900
Monthly	1	12	EPA 556 - Formaldehyde only	EPA 556	\$110	\$1,320
Monthly	1	12	Bromate - EPA 300.1	EPA 300.1	\$25	\$300
Monthly	1	12	Chlorate - EPA 300.1	EPA 300.1	\$25	\$300
Monthly	1	12	Chlorite - EPA 300.1	EPA 300.1	\$25	\$300
Monthly	1	12	EPA 531.1 - Carbamates	EPA 531.1	\$85	\$1020
Monthly	1	12	EPA 508 - Organochlorine Pesticides & PCBs	EPA 508	\$70	\$840
Monthly	1	12	EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3	\$70	\$840
Monthly	1	12	Oil and Grease - EPA 1664A	EPA 1664A	\$25	\$300
Monthly	1	12	EPA 549.2 - Diquat	EPA 549.2	\$70	\$840
Monthly	1	12	EPA 548.1 - Endothall	EPA 548.1	\$70	\$840
Monthly	1	12	EPA 8330A - Explosives	EPA 8330A	\$150	\$1,800
Monthly	1	12	EPA 504.1 - Fumigants (EDB, DBCP)	EPA 504.1	\$40	\$480
Monthly	1	12	EPA 547 - Glyphosate	EPA 547	\$80	\$960
Monthly	1	12	EPA 8015B - Glycol	EPA 8015B	\$100	\$1,200
Monthly	1	12	EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2	\$50	\$600

ADVANCED WATER PURIFICATION FACILITY 5700 PERKINS ROAD- NON-POTABLE WATER SAMPLE						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
Monthly	1	12	Boron - EPA 200.8	EPA 200.8	\$5	\$60
Annual	1	1	MBAS	SM 5540C	\$25	\$25
Monthly	1	12	Perchlorate - EPA 314.0	EPA 314.0	\$25	\$300
Monthly	1	12	PFCs in water by LC/MS	EPA 537M	\$300	\$3,600
Monthly	1	12	Polybrominated Diphenyl Ethers (PBDEs) - EPA 1614M	GC/MS SIM	\$316	\$3,792
Monthly	1	12	PPCP - Morphine by LCMSMS-ESI+	EPA 1694M-ESI+	\$300	\$3,600
Monthly	1	12	PPCP - Pharmaceuticals by LCMSMS-ESI+	EPA 1694M-ESI+	\$300	\$3,600
Monthly	1	12	PPCP - Pharmaceuticals by LCMSMS-ESI-	EPA 1694M-ESI-	\$300	\$3,600
Monthly	1	12	PPCP - Hormones by LCMSMS-APCI+	EPA 1694M-APCI	\$300	\$3,600
Monthly	1	12	Alkyl Phenols by GCMS D7065	ASTM D7065	\$288	\$3,456
Monthly	1	12	Pyrethroid Pesticides by GC/MS SIM	GC/MS NCI-SIM	\$253	\$3,036
Monthly	1	12	Gross Alpha - EPA 900.0	EPA 900.0	\$35	\$420
Monthly	1	12	Gross Beta - EPA 900.0	EPA 900.0	\$10	\$120
Monthly	1	12	Strontium-90	EPA 900.0	\$110	\$1,320
Monthly	1	12	Uranium (pCi/L) - EPA 200.8	EPA 200.8	\$15	\$180
Monthly	1	12	Combined Radium-226 and Radium 228	EPA EMSL-19	\$200	\$2,400
Monthly	1	12	EPA 525.2 Mod - OPP low-level	EPA 525.2M	\$224	\$2,688
Monthly	1	12	Dioxin 2378TCDD - EPA 1613B-ATP	EPA 1613B	\$200	\$2,400
Monthly	1	12	Asbestos, water - TEM	EPA 100.2	\$140	\$1,680

ADVANCED WATER PURIFICATION FACILITY 5700 PERKINS ROAD- NON-POTABLE WATER SAMPLE						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
Monthly	1	12	EPA 524.2 – TBA	EPA 524.2	\$35	\$420
Monthly	1	12	EPA 524.2 - Volatile Organic Compounds	EPA 524.2	\$55	\$660
Monthly	1	12	Total Trihalomethanes	EPA 624	\$40	\$480
Weekly	1	52	TOC	SM5310B	\$10	\$520
Monthly	1	12	Metals(Cu, Pb, Al, Ag, Sb, As, Ba, Be, Cd, Total Chromium, Hg, Ni, Se, Tl)	EPA 200.8	\$80	\$960
Monthly	1	12	Chromium 6 ⁺	EPA 218.6	\$25	\$300
Monthly	1	12	Perchlorate	EPA 314.0	\$25	\$300
Monthly	1	12	Cyanide	EPA 335.4	\$25	\$300
Monthly	1	12	Flouride	EPA 300.4	\$8	\$96
Total Annual Estimated Cost: Advanced Water Purification Facility					\$58,733	

LIVING WAGE POLICY EXHIBIT

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

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.19 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2019**

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

INSURANCE EXHIBIT

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 will 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 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

[illegible]

February 14, 2020

Purchasing Division
City of Oxnard
300 West Third Street
Oxnard, CA 93030

RE: Request for Bid PW-2049 Laboratory Chemical Testing and Sampling

Thank you for giving BC Laboratories, Inc. (BCL) the opportunity to submit this response to your Request for Bid – Request for Bid PW-2049 Laboratory Chemical Testing and Sampling.

BC Laboratories, Inc. is a 70 year old, family operated environmental laboratory based in Bakersfield, CA that has served the environmental needs of clients throughout the State of California.

Our 28,000 square foot, state-of-the-art laboratory is located in Bakersfield, CA to which we link our clients through an internal, lab operated courier system staffed with lab trained employees who understand the sensitive nature of these samples. Additionally, we established a Service Center in Ventura 5 years ago in an effort to better service our growing markets in Central California. The service center will handle the sample pick-up for the City and will be available from Monday – Friday between 8am to 5pm or after hours can be arrange by calling me. Sample containers/ice chests will be delivered and pick-up at your preferred location and time. All samples are delivered to laboratory the same day. Upon arrival, all samples are thoroughly checked (temperature, sample description, labels) to assure regulatory integrity. Chain of custody information is translated to electronic login information and compared to project specifications.

We have reviewed the Request for Bid and are responding with a comprehensive, cost competitive proposal. As outlined in your bid criteria, we will perform analyses as required. Our bid response in PDF is fully navigable and bookmarked.

Should you have any questions regarding BCL's response or clarification of documentation provided, please feel free to contact me at (805) 815-7966 or alin.repede@bclabs.com.

Sincerely,



Alin Repede
Business Development Specialist
BC Laboratories, Inc.
4464 McGrath St. Suite 105
Ventura, CA 93003

5.0 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 solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

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

BIDDER'S RESPONSE: BC Laboratories, Inc.

B. Company overview and disclosure of services or activities performed, including:

- i. 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.
- ii. 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.
- iii. 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.
- iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. **BIDDER'S RESPONSE:** President / CEO – Carolyn Jackson Vice President – Rich Eglin

ii. **BIDDER'S RESPONSE:** Attachment 1 – BC Laboratories Organizational Chart

iii. **BIDDER'S RESPONSE:** Since 1949 (70+ years of service)

iv. **BIDDER'S RESPONSE:** 4100 Atlas Court Bakersfield, CA 93308

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

D. 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: None

- E. List the members of your organization who are authorized to negotiate and execute an Agreement.

BIDDER'S RESPONSE: Carolyn Jackson – President
Richard Eglin – Vice President
Stuart Buttram – Laboratory Director
Alin Repede – Business Development Specialist

F. 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 RFB:

- i. Position Title
- ii. Current Responsibilities
- iii. Qualifications/Experiences
- iv. Education
- v. Certifications/licenses, if applicable
- vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. **BIDDER'S RESPONSE:** Attachment 2

ii. **BIDDER'S RESPONSE:** Attachment 2

iii. **BIDDER'S RESPONSE:** Attachment 2

iv. **BIDDER'S RESPONSE:** Attachment 2

v. **BIDDER'S RESPONSE:** Attachment 2

vi. **BIDDER'S RESPONSE:** Attachment 2

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

CITY INFORMATION

6.0 GENERAL INFORMATION

The City of Oxnard, incorporated as a general law city in 1903, is located about sixty miles west of the Los Angeles Civic Center 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. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City of Oxnard has a population of slightly more than 200,000 residents and its corporate limits cover an area of about 32 square miles.

7.0 BACKGROUND INFORMATION

Laboratory testing for Water and Wateswater samples for various city departments.

8.0 SERVICE DESCRIPTION

Laboratory Chemical Testing and sampling for several types of analysis, see attachment A.

9.0 TERM

It is the intent of the City to issue a non-exclusive agreement for a three (3) year term with pricing locked in for this term, with the option if agreed upon by both parties for two (2) additional one-year periods.

ATTACHMENT A SCOPE OF WORK AND COMPENSATION SCHEDULE

See attached below:



LAB TEST
SCOPE.docx

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>02/05/20</u>	#03	_____
#02	_____	#04	_____

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

CITY OF OXNARD

LABORATORY CHEMICAL TESTING AND SAMPLING

WATER CAMPUS 251 SOUTH HAYES AVE						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
monthly	10	120	Methyl Tertiary Butyl Ether	EPA 524.2	\$35	\$4,200
weekly	7	364	Nitrate	EPA 300.0	\$8	\$2,912
monthly	10	120	Nitrate	EPA 300.0	\$8	\$960
weekly	7	354	TDS	SM 2540	\$7	\$2,478
quarterly	8	32	Trihalomethanes	EPA 524.2	\$40	\$1,280
quarterly	8	32	Haloacetic Acids	EPA 552.2	\$50	\$1,600
annual	10	10	Volatile Organics Compounds	EPA 524.2	\$55	\$550
annual	10	10	General Minerals	Various	\$90	\$900
annual	10	10	General Physicals	Various	\$15	\$150
annual	10	10	Inorganics	Various	\$70	\$700
weekly	4	208	Manganese	EPA 200.7	\$5	\$1,040
annual	10	10	Synthetic Organics Compounds EPA 525.2 Only	EPA 500 Series/1613	\$100	\$1,000
annual	7	7	Gross Alpha Radioactivity	EPA 900.0	\$35	\$245
annual	7	7	Gross Beta Radioactivity	EPA 900.0	\$10	\$70
annual	7	7	Radium 226	EPA 903.0	\$90	\$630
annual	7	7	Radium 228	EPA 904.0	\$120	\$840
weekly	4	208	pH, Conductivity	SM 4500-H+B-2000, EPA120.1	\$10	\$2,080
weekly	1	52	Langelier Index	By Calculation	\$5	\$260
quarterly	3	12	Uranium	EPA 200.8	\$15	\$180

CITY OF OXNARD

LABORATORY CHEMICAL TESTING AND SAMPLING

WATER CAMPUS 251 SOUTH HAYES AVE						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
quarterly	3	12	EPA 200.8	EPA 200.8	\$80	\$960
annual	1	1	Strontium 90	EPA 905.0	\$110	\$110
annual	1	1	Tritium	EPA 906.0	\$60	\$60
If needed	5	5	Turbidity	EPA 180.1	\$5	\$0
If needed	5	5	BOD5	SM 5210B	\$20	\$0
If needed	5	5	Settable Solids	SM 2540	\$15	\$0
If needed	1	1	Acute Toxicity	96 hours	\$250	\$0
If needed	3 Entry Point 1 Maximum Residence		UCMR 4 Metals	EPA 200.8	\$40	\$0
If needed	3 Entry Point 1 Maximum Residence		UCMR 4 Bromide	EPA 300.1	\$35	\$0
If needed	3 Entry Point 1 Maximum Residence		UCMR 4 Pesticides	EPA 525.3	\$230	\$0
If needed	3 Entry Point 1 Maximum Residence		UCMR 4 Semivolatiles	EPA 530	\$201	\$0
If needed	3 Entry Point 1 Maximum Residence		UCMR 4 Alcohols	EPA 541	\$201	\$0
If needed	3 Entry Point		UCMR 4 Microcystins & Nodularin	EPA 544	\$230	\$0
If needed			UCMR 4 Anatoxin & Cylindrospermopsin	EPA 545	\$201	\$0
If needed			UCMR 4 Total Microcystin (ELISA)	EPA 546	\$173	\$0
If needed			UCMR 4 Haloacetic Acids	EPA 552.3	\$144	\$0
If needed			UCMR 4 Organic, Carbon	SM 5310C	\$35	\$0

annual	11	11	Asbestos	EPA 600/R-94/134	\$140	\$1,540
annual	11	11	Aggressive Index	By Calculation	\$5	\$55
annual	10	10	Perchlorate	EPA 314, 314.1, 331.0 or 332.0	\$25	\$250
weekly	43	2236	Coliforms	SM 9223 P/A	\$8	\$17,888
Total Annual Estimated Cost: Water Campus					\$42,938	

CITY OF OXNARD

LABORATORY CHEMICAL TESTING AND SAMPLING

WASTEWATER TREATMENT PLANT 6001 PERKINS ROAD						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
quarterly	3	12	Dioxins- EPA 8290 High Resolution- Solid	EPA 8290	\$400	\$4,800
quarterly	3	12	PCB's Solid	EPA 8082	\$50	\$600
quarterly	2	8	PCB Congener (56) by GC/MS SIM- Water	EPA 625	\$400	\$3,200
monthly	1	12	PCB- Water	EPA 608	\$40	\$480
monthly	1	12	Chlorinated Pesticides-By-products+Mirex	EPA 608	\$40	\$480
quarterly	3	12	Dioxins- EPA 8290 High Resolution- Water	EPA 8290	\$400	\$4,800
quarterly	2	6	Chlorinated Pesticides including Mirex- Solid	EPA 8081A	\$40	\$240
quarterly	2	6	PCBs- Solid	EPA 8082A	\$40	\$240
semiannual	2	4	Semivolatile Organics Full List- Solid	EPA 8270	\$100	\$400
semiannual	2	4	Volatile Organics Full List including Acrylon, Acrylonitrile and 2-Chloroethyl Vinyl Ether- Solid	EPA 8260	\$55	\$220
semiannual	3	6	Semivolatile Organics Full List- Water	EPA 625	\$100	\$600
semiannual	3	6	Volatile Organics - Water	EPA 624	\$55	\$330
semiannual	3	6	Hexavalent Chromium (Cr6+) Water	EPA 218.6	\$25	\$150
semiannual	3	6	Organophosphorus Pesticides including Malathion- Water	EPA 8141	\$85	\$510

semiannual	3	6	Gross Alpha and Beta Water	EPA 9310	\$35	\$210
semiannual	3	6	Tributyltin - Water	GC/FPD	\$180	\$1,080
Total Annual Estimated Cost: Wastewater Treatment Plant					\$18,340	

ADVANCED WATER PURIFICATION FACILITY-INJECTION WELLS (MW-1D, MW-1M, MW-1S, MW-2, MW-3)						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
quarterly	5	20	General Minerals	Varies	\$90	\$1,800
quarterly	5	20	Inorganic Chemicals	Varies	\$70	\$1,400
quarterly	5	20	General Physical (Title 22)	Varies	\$15	\$300
quarterly	5	20	1,4-Dioxane - GCMS	EPA 827M	\$75	\$1,500
quarterly	5	20	1,2,3-Trichloropropane (TCP) - GCMS-SIM	SRL 524M-TCP	\$55	\$1,100
quarterly	5	20	EPA 625 - Semivolatile Organic Compounds	EPA 625	\$100	\$2,000
quarterly	5	20	EPA 556 - Formaldehyde only	EPA 556	\$110	\$2,200
quarterly	5	20	Bromate - EPA 300.1	EPA 300.1	\$25	\$500
quarterly	5	20	Chlorate - EPA 300.1	EPA 300.1	\$25	\$500
quarterly	5	20	Chlorite - EPA 300.1	EPA 300.1	\$25	\$500
quarterly	5	20	EPA 531.1 - Carbamates	EPA 531.1	\$85	\$1,700
quarterly	5	20	EPA 508 - Organochlorine Pesticides & PCBs	EPA 508	\$70	\$1,400
quarterly	5	20	EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3	\$70	\$1,400
quarterly	5	5	Oil and Grease - EPA 1664A	EPA 1664A	\$25	\$125
quarterly	5	20	EPA 549.2 - Diquat	EPA 549.2	\$70	\$1,400
quarterly	5	20	EPA 548.1 - Endothall	EPA 548.1	\$70	\$1,400
quarterly	5	20	EPA 8330A - Explosives	EPA 8330A	\$150	\$3,000
quarterly	5	20	EPA 504.1 - Fumigants (EDB, DBCP)	EPA 504.1	\$40	\$800
quarterly	5	20	EPA 547 - Glyphosate	EPA 547	\$80	\$1,600
quarterly	5	20	EPA 8015B - Glycol	EPA 8015B	\$100	\$2,000
quarterly	5	20	EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2	\$50	\$1,000

ADVANCED WATER PURIFICATION FACILITY-INJECTION WELLS MW-1D, MW-1M, MW-1S, MW-2, MW-3						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
quarterly	5	20	Boron - EPA 200.8	EPA 200.8	\$5	\$100
quarterly	5	20	Vanadium - EPA 200.8	EPA 200.8	\$5	\$100
quarterly	5	20	Nitrosoamines low-level - EPA 1625M	EPA 1625M	\$250	\$5,000
quarterly	5	20	Perchlorate - EPA 314.0	EPA 314.0	\$25	\$500
quarterly	5	20	PFCs in water by LC/MS	EPA 537M	\$300	\$6,000
quarterly	5	20	Polybrominated Diphenyl Ethers (PBDEs) - EPA 1614M	GC/MS SIM	\$316	\$6320
quarterly	5	20	PPCP - Morphine by LCMSMS-ESI+	EPA 1694M-ESI+	\$300	\$6,000
quarterly	5	20	PPCP - Pharmaceuticals by LCMSMS-ESI+	EPA 1694M-ESI+	\$300	\$6,000
quarterly	5	20	PPCP - Pharmaceuticals by LCMSMS-ESI-	EPA 1694M-ESI-	\$300	\$6,000
quarterly	5	20	PPCP - Hormones by LCMSMS-APCI+	EPA 1694M-APCI	\$300	\$6,000
quarterly	5	20	Alkyl Phenols by GCMS D7065	ASTM D7065	\$288	\$5760
quarterly	5	20	Pyrethroid Pesticides by GC/MS SIM	GC/MS NCI-SIM	\$253	\$5060
quarterly	5	20	Gross Alpha - EPA 900.0	EPA 900.0	\$35	\$700
quarterly	5	20	Gross Beta - EPA 900.0	EPA 900.0	\$10	\$200
quarterly	5	20	Uranium (pCi/L) - EPA 200.8	EPA 200.8	\$15	\$300
quarterly	5	20	EPA 525.2 - Semivolatile Organics - extended	EPA 525.2	\$100	\$2,000
quarterly	5	20	EPA 525.2 Mod - OPP low-level	EPA 525.2M	\$224	\$4480
quarterly	5	20	Dioxin 2378TCDD - EPA 1613B-ATP	EPA 1613B	\$200	\$4,000
quarterly	5	20	Asbestos, water - TEM	EPA 100.2	\$140	\$2,800

ADVANCED WATER PURIFICATION FACILITY MW-1D, MW-1M, MW-1S, MW-2, MW-3						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
quarterly	5	20	Radium-228	EPA Ra-05	\$120	\$2,400
quarterly	5	20	Strontium-90	EPA 905.0	\$110	\$2,200
quarterly	5	20	Tritium	EPA 906.0	\$60	\$1,200
quarterly	5	20	EPA 524.2 – TBA	EPA 524.2	\$35	\$700
quarterly	5	20	EPA 524.2 - Volatile Organic Compounds	EPA 524.2	\$55	\$1,100
quarterly	5	20	EPA 624 - Volatile Organic Compounds	EPA 624	\$55	\$1,100
Total Annual Estimated Cost: ASR Monitoring Wells					\$103,645	

ADVANCED WATER PURIFICATION FACILITY 5700 PERKINS ROAD- NON-POTABLE WATER SAMPLE						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
Monthly	1	12	General Minerals & Inorganic Chemicals	Varies	\$160	\$1,920
Quarterly	1	4	General Physical (Title 22)	Varies	\$15	\$60
Monthly	1	12	1,4-Dioxane - GCMS	EPA 8270M	\$75	\$900
Monthly	1	12	EPA 556 - Formaldehyde only	EPA 556	\$110	\$1,320
Monthly	1	12	Bromate - EPA 300.1	EPA 300.1	\$25	\$300
Monthly	1	12	Chlorate - EPA 300.1	EPA 300.1	\$25	\$300
Monthly	1	12	Chlorite - EPA 300.1	EPA 300.1	\$25	\$300
Monthly	1	12	EPA 531.1 - Carbamates	EPA 531.1	\$85	\$1020
Monthly	1	12	EPA 508 - Organochlorine Pesticides & PCBs	EPA 508	\$70	\$840
Monthly	1	12	EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3	\$70	\$840
Monthly	1	12	Oil and Grease - EPA 1664A	EPA 1664A	\$25	\$300
Monthly	1	12	EPA 549.2 - Diquat	EPA 549.2	\$70	\$840
Monthly	1	12	EPA 548.1 - Endothall	EPA 548.1	\$70	\$840
Monthly	1	12	EPA 8330A - Explosives	EPA 8330A	\$150	\$1,800
Monthly	1	12	EPA 504.1 - Fumigants (EDB, DBCP)	EPA 504.1	\$40	\$480
Monthly	1	12	EPA 547 - Glyphosate	EPA 547	\$80	\$960
Monthly	1	12	EPA 8015B - Glycol	EPA 8015B	\$100	\$1,200
Monthly	1	12	EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2	\$50	\$600

ADVANCED WATER PURIFICATION FACILITY 5700 PERKINS ROAD- NON-POTABLE WATER SAMPLE						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
Monthly	1	12	Boron - EPA 200.8	EPA 200.8	\$5	\$60
Annual	1	1	MBAS	SM 5540C	\$25	\$25
Monthly	1	12	Perchlorate - EPA 314.0	EPA 314.0	\$25	\$300
Monthly	1	12	PFCs in water by LC/MS	EPA 537M	\$300	\$3,600
Monthly	1	12	Polybrominated Diphenyl Ethers (PBDEs) - EPA 1614M	GC/MS SIM	\$316	\$3,792
Monthly	1	12	PPCP - Morphine by LCMSMS-ESI+	EPA 1694M-ESI+	\$300	\$3,600
Monthly	1	12	PPCP - Pharmaceuticals by LCMSMS-ESI+	EPA 1694M-ESI+	\$300	\$3,600
Monthly	1	12	PPCP - Pharmaceuticals by LCMSMS-ESI-	EPA 1694M-ESI-	\$300	\$3,600
Monthly	1	12	PPCP - Hormones by LCMSMS-APCI+	EPA 1694M-APCI	\$300	\$3,600
Monthly	1	12	Alkyl Phenols by GCMS D7065	ASTM D7065	\$288	\$3,456
Monthly	1	12	Pyrethroid Pesticides by GC/MS SIM	GC/MS NCI-SIM	\$253	\$3,036
Monthly	1	12	Gross Alpha - EPA 900.0	EPA 900.0	\$35	\$420
Monthly	1	12	Gross Beta - EPA 900.0	EPA 900.0	\$10	\$120
Monthly	1	12	Strontium-90	EPA 900.0	\$110	\$1,320
Monthly	1	12	Uranium (pCi/L) - EPA 200.8	EPA 200.8	\$15	\$180
Monthly	1	12	Combined Radium-226 and Radium 228	EPA EMSL-19	\$200	\$2,400
Monthly	1	12	EPA 525.2 Mod - OPP low-level	EPA 525.2M	\$224	\$2,688
Monthly	1	12	Dioxin 2378TCDD - EPA 1613B-ATP	EPA 1613B	\$200	\$2,400
Monthly	1	12	Asbestos, water - TEM	EPA 100.2	\$140	\$1,680

ADVANCED WATER PURIFICATION FACILITY 5700 PERKINS ROAD- NON-POTABLE WATER SAMPLE						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
Monthly	1	12	EPA 524.2 – TBA	EPA 524.2	\$35	\$420
Monthly	1	12	EPA 524.2 - Volatile Organic Compounds	EPA 524.2	\$55	\$660
Monthly	1	12	Total Trihalomethanes	EPA 624	\$40	\$480
Weekly	1	52	TOC	SM5310B	\$10	\$520
Monthly	1	12	Metals(Cu, Pb, Al, Ag, Sb, As, Ba, Be, Cd, Total Chromium, Hg, Ni, Se, Tl)	EPA 200.8	\$80	\$960
Monthly	1	12	Chromium 6 ⁺	EPA 218.6	\$25	\$300
Monthly	1	12	Perchlorate	EPA 314.0	\$25	\$300
Monthly	1	12	Cyanide	EPA 335.4	\$25	\$300
Monthly	1	12	Flouride	EPA 300.4	\$8	\$96
Total Annual Estimated Cost: Advanced Water Purification Facility					\$58,733	

SOURCE CONTROL PROGRAM 5700 PERKINS ROAD- NON-POTABLE WATER SAMPLE						
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method	Unit Price	Extended Price
monthly	5	60	BOD	SM5210B	\$20	\$1,200
monthly	5	60	Total Suspended Solids	SM 2540D	\$7	\$420
monthly	5	60	Total Dissolved Solids	SM 2540C	\$7	\$420
monthly	5	60	Chloride	EPA 300.0	\$7	\$420
monthly	10	120	Oil and Grease-Vegetable Only	EPA 1664	\$25	\$3,000
monthly	2	24	EPA 625 - Semivolatile Organic Compounds	EPA 625	\$100	\$2,400
monthly	2	24	EPA 624 - Volatile Organic Compounds	EPA 624	\$55	\$1,320
monthly	2	24	EPA 608 - Organochlorine Pesticides & PCBs	EPA 608	\$70	\$1,680
monthly	2	24	Dioxins	EPA 8290A m	\$400	\$9,600
monthly	2	24	Cyanide	EPA 335.4	\$25	\$600
monthly	2	24	Metals (Cadmium, Total Chromium, Copper, Lead, Nickel, Silver, Zinc)	EPA 200.8	\$35	\$840
monthly	2	24	Ammonia as N	SM 4500-NH ₃ C	\$15	\$360
monthly	5	60	Dissolved Sulfide	SM 4500-S ²⁻ D	\$15	\$900
Total Annual Estimated Cost: Source Control					\$23,160	



City of Oxnard
Purchasing Department

Solicitation #PW20-49
Bid Close Date: 02/18/20 at 2:00 pm PT

ATTACHMENT B
COMPANY INFORMATION

Name of Company: BC Laboratories, Inc.

Address: 4100 Atlas Court Bakersfield, CA 93308

Service to provide: Environmental Testing Laboratory

Main Point of Contact: Alin Repede

Fed Tax ID: 95-23744170

City Tax ID: will apply upon award

E-mail: alin.repede@bclabs.com

Phone: 805-815-7966

9.0 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.)

10.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation: (Bidder can add as many sections to this bid response box as they need to state all employees providing services.)

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

a. BIDDER'S RESPONSE: Attachment 2

b. BIDDER'S RESPONSE: Attachment 2

c. BIDDER'S RESPONSE: Attachment 2



City of Oxnard
Purchasing Department

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d. **BIDDER'S RESPONSE:** Attachment 2

e. **BIDDER'S RESPONSE:** Attachment 2

CERTIFICATIONS

I, Alin Repede, a duly authorized agent of BC Laboratories, Inc.

Printed Name of Agent/Officer

Name of Organization

hereby certify that BC Laboratories, Inc. 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: 02/14/2020

Title of Agent/Officer: Alin Repede/ Business Development Specialist

"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."

ATTACHMENT C 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:	Santa Barbara County Public Works (Resource Recovery & Waste Management Division)
Address:	130 East Victoria Street, Suite 100
Contact person:	Jeannette Gonzales-Knight, PE
Email address:	jgonzal@cosbpw.net
Telephone address:	805-882-3627
Project name:	Environmental Compliance Monitoring at County of Santa Barbara Landfills Project No. 129909
Dates worked performed:	08/21/2019 – 06/30/2020
Summary of scope of services:	Perform groundwater laboratory analysis services
Project cost:	\$53,073.90+

Reference 2	
Company name:	City of San Jose
Address:	200 E Santa Clara St, 10 th Floor San Jose, CA 95113
Contact person:	Geoffrey Blair
Email address:	geoffrey.blair@sanjoseca.gov
Telephone address:	408-975-2576
Project name:	Laboratory Testing
Dates worked performed:	07/01/16 – 06/30/2020
Summary of scope of services:	Analytical laboratory testing of soil and groundwater sample collected for various projects
Project cost:	\$30,000.00+

Reference 3	
Company name:	Riverside County Waste Management Department

City of Oxnard
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Address:	14310 Fredrick Street
Contact person:	Panda Workman
Email address:	pworkman@rcwaste.org
Telephone address:	951-486-3276
Project name:	Environmental Laboratory Services
Dates worked performed:	05/ 2019 – 05/2024
Summary of scope of services:	Provide laboratory analysis of water, soil and air samples collected from various Class III landfills located within Riverside County. BC Lab performs laboratory analysis of NPDES, groundwater, stormwater, landfill leachate, gas condensate, and soil sampling.
Project cost:	\$497,908.00

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:

- Yolo County
44090 County Road 28H
Woodland, CA 95776
Tel: 530-666-8858
Contact: John Borrego
Contract Duration: May 2017 – June 2020
Type of Service: Provide analytical Testing
Project Cost: \$120,00.00

- Kern County Public Works Department
2700 M St. Suite 450 4th Floor
Bakersfield, CA 93301
Tel: 661-862-8907
Contact: Tim Long
Contract Duration: January 2018 – January 2023
Type of Service: Chemical analytical services for liquid, solid, and gaseous samples from County's landfill, burn dumps, and other facilities.
Project Cost: \$600,000.00

City of Oxnard
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- City of Ventura
1400 Spinnaker Drive
Ventura, CA 93001
Tel: (805) 677-4134
Contact: Jeremy Grant
Contract Duration: August 2019 – June 2020
Type of Service: Environmental Laboratory Services
Project Cost: \$60,000.00

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

BIDDER'S RESPONSE: None



City of Oxnard
Purchasing Department

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ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No X _____

1. If so, explain the circumstances:



City of Oxnard
Purchasing Department

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ATTACHMENT E
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Alin Repede
depose and say that I am Business Development Specialist
("Sole Owner", "A Partner", "President", or other proper title)
of BC Laboratories, Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
ESTABLISHING A SMALL LOCAL BUSINESS
PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to \$500,000; 4% of the amount between \$500,001 and \$750,000; 3% of the amount between \$750,001 and \$1,000,000; 2% of the amount between \$1,000,001 and \$1,250,000 and 1% of the amount between \$1,250,001 and \$1,500,000. For example, if the lowest responsible bid is \$1,000,000, the preference would be \$42,500 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). The preference applies to all contracts, including contracts over \$1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is \$50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

Ordinance No. 28522

Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

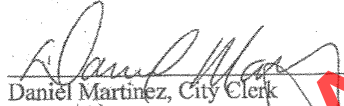
NOES: None.

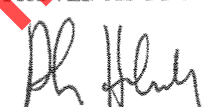
ABSENT: Mayor Pro Tem Pinkard.


Dr. Thomas F. Holden, Mayor

ATTEST:

APPROVED AS TO FORM:


Daniel Martinez, City Clerk


Alan Holmberg, City Attorney



City of Oxnard
Purchasing Department

Solicitation #PW20-49
Bid Close Date: 02/18/20 at 2:00 pm PT

ATTACHMENT F
LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less, thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business."

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: _____

Physical Address: _____

Phone: _____

E-Mail: _____

Date Principal Business Address Established: _____

No. of Company Employees at this address: _____

If less than 36 months, list previous City of Oxnard location: _____

City Business License No.: _____

Taxpayer Identification No. (TIN): _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): _____

Signature of Company Official _____

Date _____

Print Name, Title _____

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

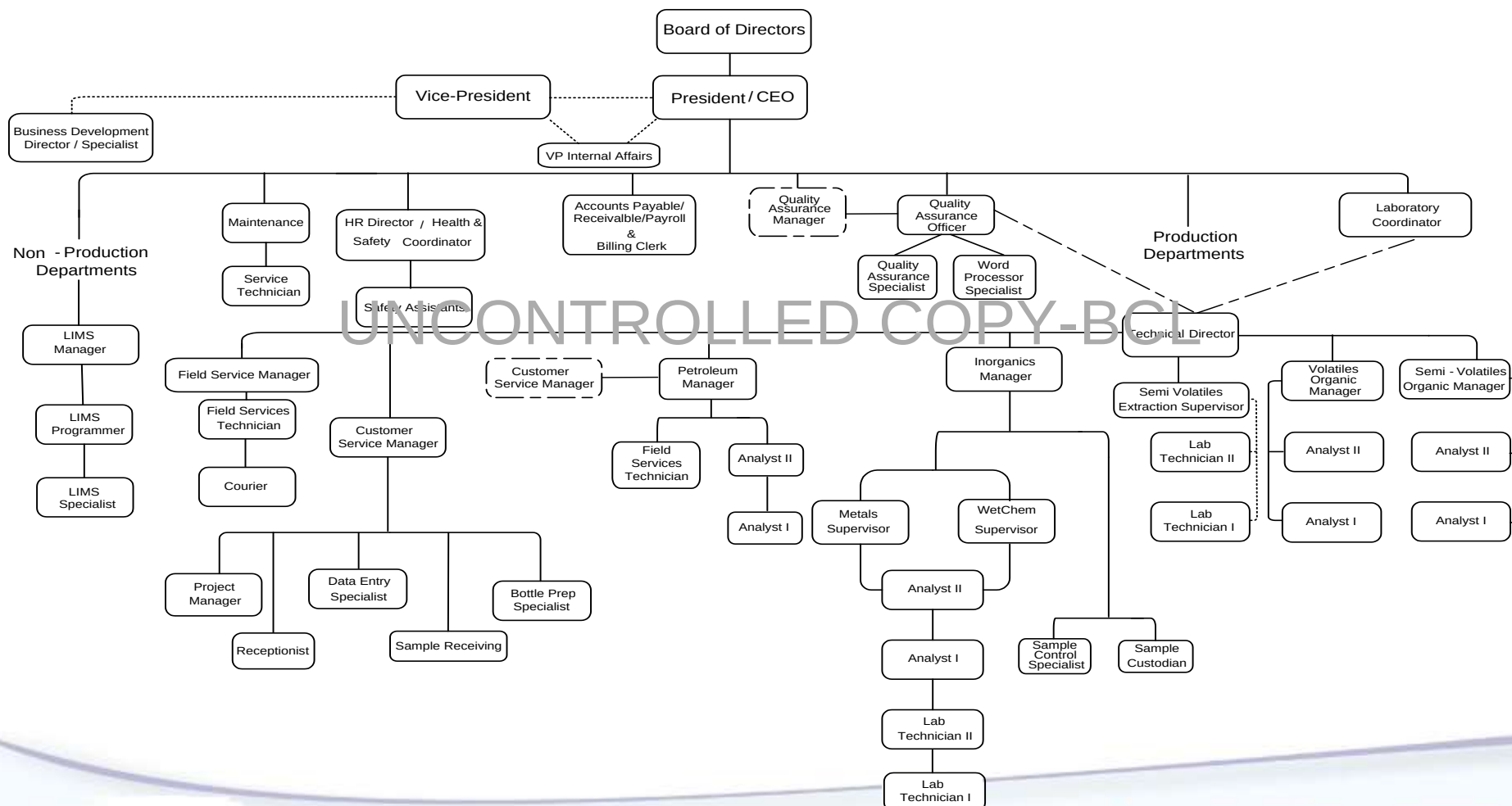
BC LABORATORIES, INC.

QUALITY ASSURANCE PROGRAM PLAN
ORGANIZATION, RESPONSIBILITIES, COMMUNICATION AND REDUNDANCY



QAPP SECTION II

Laboratory Organizational Chart
Company Structure



Rev. 2019

4100 BAKERSFIELD, CA 93308 | 800-878-4911 | WWW.BCLABS.COM

BC Laboratories analyst and key personnel have combined laboratory experience in excess of 100 years.

Credentials-Resumes-Certifications-Licenses

Stuart Buttram

Technical Director

800-878-4911 ext. 240

stuart@bclabs.com

Years with BC Laboratories: 32 Years

Total Years of Experience: 32 Years

B.S. Chemistry 1987, California Polytechnic State University, San Luis Obispo

Experience

2003 – Present Technical Director

- Responsible for all the day to day activities of the laboratory.
- Oversee all organic and inorganic test methods, including organization, production, report generation, and quality control.
- Review capabilities of the laboratory and make adjustments as necessary.
- Negotiate supplier discounts, instrument maintenance, implement new methods and applications. Design and implement cost saving, time saving strategies. Review Standard Operation Procedures (SOPs) and logbooks.
- Provides leadership, by example, establishing and maintaining quality standards and in conjunction with the Director of Human Resources, hire, counsel, discipline, provide training and monitor performance of those reporting to the Technical Director.
- Responsible for the accuracy and quality of all data reported by the laboratory
- Delegates Quality Improvement of Processes
- Works in conjunction with managers of laboratory to attain company goals for growth
- Review of logbooks and SOPs performed for completeness and legibility purposes.
- Responsible for the radiation safety policy as Radiological Safety Officer.
- Provide technical guidance for clients regarding RCRA, CERCLA, SDWA, and CWA programs.
- Final Report Approval
- Compliance with DoD QSM and ISO 17025:2005

1991 – 2002

Organics Department Supervisor

BC Laboratories, Inc.

- Supervision and management of all organics testing analysts and preparation technicians
- Sample throughput and scheduling (prioritization)
- Turnaround/holding time monitoring
- Method and chemistry consultation.
- Data review, approval and interpretation
- Method development

- Adherence of work to project specific goals
- SOP development and review
- Instrument and supply procurement
- Training
- Quality Improvement of Processes

1988 – 1991

Volatiles and Semi-volatiles GC/MS Group Leader
BC Laboratories Inc.

- Duties include oversight of GC/MS analyses 8270/625, 8240/8260/524.2.
- Review Standard Operation Procedures (SOPs) and logbooks.
- Review of logbooks and SOPs performed for completeness and legibility purposes.
- Turnaround and holding time monitoring
- Method consultation
- Data Review, approval, and interpretation
- Method development
- Adherence of work to project specific goals
- SOP Development and review
- Instrument/supply procurement
- Work in conjunction with laboratory director to company's growth and goals
- Quality Improvement of Processes

1987 – 1988

Analyst

BC Laboratories, Inc.

- Analyze and prep for organics analyses of pesticides, herbicides, volatiles, and semi volatiles
- Sample analysis in accordance to QC protocols
- Reporting of sample results onto bench worksheets
- Analysis and instrument documentation
 - a) Instrument maintenance
 - b) Ordering instrument supplies
 - c) Analysis records
 - 1) Run/Analysis Log
 - 2) Standard Logs
 - 3) Reagent Logs
 - 4) Maintenance Logs
- Temporary data storage
- Technical data review
- Method development
- SOP development
- Training

Rick Penner
Laboratory Coordinator
800-878-4911 ext. 254
rlp@bclabs.com

B.A. Natural Science, Pacific Fresno College 1973
Years with BC Laboratories: 28 Years
Total Years of Experience: 46 Years

Experience

2001 – Present
Laboratory Coordinator

- Program management and operations director
- Final Report Approval
- Delegates Quality Improvement of Processes
- Resource person for laboratory personnel
- Handle issues relating to analytical reports and quality control and dealing with analytical testing questions
- Assists client service teams with reporting results in nonstandard formats and electronic deliverables
- Work with Technical Director, Supervisors, and Team Leaders to direct activities in the analytical portion of the laboratory
- Provide input and perspective to President from the analytical and LIMS areas of the laboratory
- Train in the use of the LIMS (Laboratory Information Management System)
- Assist LIMS Manager in development of new features or refines existing features of the LIMS
- Define Quality Control processing tests in the LIMS
- Maintain MDL, PQL, and validation parameters in the LIMS

1991 – 1997
Metals Department Supervisor
BC Laboratories, Inc.

- Responsible for the day-to-day operation of the metals analyst and metals preparation technicians.
- Check and evaluate documentation for: control charting, preparation logs, run logs, maintenance logs, and standard and reagent logs. Evaluate new processes.
- Review System Improvement Forms.
- Turnaround and holding time monitoring.
- Method and chemistry consultation
- Data review, approval, and interpretation
- Method Development
- Adherence of work to project specific goals
- Reviews SOPs for conformance to method and practice.
- Instrument procurement
- Training
- Quality Improvement Processes

1985 – 1991

Laboratory Director

Zalco, Laboratory

- Responsible for the daily operation of the environmental laboratory and supervision of departmental managers.
- Work with departmental managers to maximize productivity while improving quality on a daily basis.
- Run the environmental laboratory in a safe, secure manner, and motivate employees to work at a high level productivity while contributing to the overall success of the laboratory

1973 – 1985

Chemist

Hornkohl Laboratory

- Responsible for running various WET Chemistry analysis, preparation of metals and analysis of metals using AA and GFAA.

Sara Guron

Quality Assurance Officer

800-878-4911 ext. 288

sguron@bclabs.com

B.A., Biological Sciences, California State University, Sacramento, 1993

Years with BC Laboratories: 20 Years

Total Years of Experience: 28 Years

Experience

2004 – Present

Quality Assurance Officer

- Development and maintenance of Quality Assurance Program
- Management of internal audit programs
- SOP development and maintenance
- Correspondence with clients concerning audits results
- Data validation
- Project Plan Development
- TQM Training
- QC Reporting
- Prepares QA reports for management
- Final report approval
- Monitors subcontractor quality controls and records
- Assists in the development of corrective action plans and ensuring correction of non-conformances reported in internal or external audits
- Quality Improvement of Processes

- Qualifying instruments and apparatus
- System capability
- Supervision of QA Specialist and Word Processor
- Compliance with DoD QSM and ISO 17025:2005
- Level 4 Package data review
- Conducts systems and performance audits to monitor compliance with environmental regulations, contractual requirements, QAPP requirements, and corporate

2000 – 2004

QA Specialist

BC Laboratories, Inc.

- Monitor laboratory equipment, refrigerator, incubators, ovens, thermometers, glassware and report finds to QA Officer.
- Quality Control Reporting and Quality Assurance Monitoring
- Data Processing
- Control Chart Maintenance
- Final Report Formatting
- Data Storage

1999 - 2000

Analyst I

BC Laboratories, Inc.

- GC Operator for the analysis of soil and water EPA Methods 8015M, 8020, and 8021
- Sample analysis in accordance to QC protocols
- Reporting of sample results onto bench worksheets
- Analysis and instrument documentation
- Method and SOP development

1996 – 1998

QC Analyst

BSK and Associates Laboratory

- Review analytical runs to determine quality, verify results, prepare Control charts, review final reports, and procurement laboratory supplies.

1991 – 1992

Laboratory Technician

Madera Enterprises, Inc.

- Miscellaneous analytical methods and quality control duties.

Keith Vogel
Laboratory Information Management System (LIMS) Manager
800-878-4911 ext. 210
kvogel@bclabs.com
B.S. in Agriculture, California Polytechnic University, San Luis Obispo, CA, 1982
Years with BC Laboratories: 31 Years
Total Years of Experience: 33 Years

Experience

1991 – Present
Laboratory Information Management System (LIMS) Manager

- LIMS development, modification, and maintenance
- LIMS training
- Data reporting and formatting
- Electronic Data archiving
- Customize electronic data deliverables
- LIMS equipment and supply approval
- Supervision of LIMS assistant
- Delegate Quality Improvement of Processes
- Check for any anomalies in reporting of results, methods, formats, etc.
- Evaluate data processing, resources, and EDD's

1986 – 1991
Hazardous Waste Department Manager
BC Laboratories, Inc.

- Responsible for the day-to-day operation of the department
- Check and evaluate documentation for: control charting, preparation logs, run logs, maintenance logs, and standard and reagent logs. Evaluate new processes.
- Review System Improvement Forms.
- Turnaround and holding time monitoring.
- Method and chemistry consultation
- Data review, approval, and interpretation
- Method Development
- Adherence of work to project specific goals
- Reviews SOPs for conformance to method and practice.
- Instrument procurement
- Training
- Quality Improvement Processes

1982 – 1986
Atomic Absorption Analyst
Agriculture Technical Services

- Responsible for analysis of water and soil extraction for cations and metals

Marna Atencio
Inorganic Department Supervisor
800-878-4911 ext. 220
marna@bclabs.com
B.S., Animal Husbandry, University of California, Davis, 1972
Years with BC Laboratories: 47 Years
Total Years of Experience: 47 Years

Experience

1972 – Present
Inorganic Department Supervisor

- Supervision and management of all Inorganic Preparation and sample receiving and microbiology, metals/wet chemistry and miscellaneous testing analysts
- Check and evaluate documentation for: control charting, preparation logs, run logs, maintenance logs, and standard and reagent logs. Evaluate new processes.
- Review System Improvement Forms.
- Turnaround and holding time monitoring.
- Method and chemistry consultation
- Data review, approval, and interpretation
- Method Development
- Adherence of work to project specific goals
- Reviews SOPs for conformance to method and practice.
- Instrument procurement
- Training
- Quality Improvement Processes
- Technical data review
- Final Review approval
- Handle issues relating to analytical reports quality control and dealing with analytical testing questions

Work with Technical Director, Supervisors, and Team Leader to direct activities in the analytical portion of the lab

Jatinder Riar
Volatile Organic Department Supervisor
800-878-4911 ext. 249
jriar@bclabs.com
Years with BC Laboratories: 23 Years
Total Years of Experience: 23 Years
B.S. Chemistry, Biology Guru Nanak Dev University, India, 1985

Experience

2004 – Present
Organics Department Supervisor
BC Laboratories, Inc.

- Supervision and management of all organics testing analysts and preparation technicians
- Sample throughout and scheduling (prioritization)
- Turnaround/holding time monitoring
- Method and chemistry consultation.
- Data review, approval and interpretation
- Method development
- Adherence of work to project specific goals
- SOP development and review
- Instrument and supply procurement
- Training
- Quality Improvement of Processes

2001 - 2004
Analyst II Volatile GC/MS Operator
BC Laboratories Inc.

- Duties include oversight of GC/MS analyses 8270/625, 8240/8260/524.2.
- Review Standard Operation Procedures (SOPs) and logbooks.
- Review of logbooks and SOPs performed for completeness and legibility purposes.
- Turnaround and holding time monitoring
- Method consultation
- Data Review, approval, and interpretation
- Method development
- Adherence of work to project specific goals
- SOP Development and review
- Instrument/supply procurement
- Work in conjunction with laboratory director to company's growth and goals
- Quality Improvement of Processes

1996 - 2001
Analyst I ICP Operator
BC Laboratories, Inc.

- Sample analysis in accordance to QC protocols
- Reporting of sample results onto bench worksheets
- Analysis and instrument documentation

- Technical data review
- SOP and Method development

Vanessa Sandoval

Project Manager

800-878-4911 ext. 203

Vanessa.sandoval@bclabs.com

Years with BC Laboratories: 10 Years

Total Years of Experience: 10 Years

Experience

2009 – Present

Project Manager

- Oversee and coordinate projects between project managers, supervisors, field service, clients and subcontractors if needed.
- Liaison between the client and the laboratory staff
- Project organization and maintenance
- Data and Report review
- Data Deliverables Packaging
- Method Consultant
- Bottle Orders
- Project Checklist completions
- Ensure that the laboratory meets the requested turnaround time and holding times.

Ms. Sandoval is responsible for a large number of the municipal and commercial contracts we provide services for. She will be the contact when requesting results, sampling supplies and all other needs you may require.



STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS



CALIFORNIA STATE

ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

CERTIFICATE OF ENVIRONMENTAL ACCREDITATION

Is hereby granted to

BC Laboratories, Inc.

4100 Atlas Court

Bakersfield, CA 93308

Scope of the certificate is limited to the
"Fields of Testing"
which accompany this Certificate.

Continued accredited status depends on successful completion of on-site inspection,
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **1186**

Expiration Date: **5/31/2020**

Effective Date: **6/1/2018**

Sacramento, California
subject to forfeiture or revocation

A handwritten signature in black ink, reading "Christine Sotelo".

Christine Sotelo, Chief
Environmental Laboratory Accreditation Program



**CALIFORNIA STATE
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM
Accredited Fields of Testing**



BC Laboratories, Inc.

4100 Atlas Court
Bakersfield, CA 93308
Phone: 6613274911

Certificate No. **1186**
Expiration Date **5/31/2020**

Field of Testing: 101 - Microbiology of Drinking Water

101.010	001	Heterotrophic Bacteria	SM 9215 B
101.020	001	Total Coliform P/A	SM 9221 B
101.020	002	Fecal Coliform P/A	SM 9221 B,E
101.020	004	Total Coliform (Enumeration)	SM 9221 B,C
101.020	005	Fecal Coliform (Enumeration)	SM 9221 B,E
101.050	001	Total Coliform P/A	SM 9223 B Colilert
101.050	002	E. coli P/A	SM 9223 B Colilert
101.050	003	Total Coliform (Enumeration)	SM 9223 B Colilert
101.050	004	E. coli (Enumeration)	SM 9223 B Colilert
101.170	001	Enterococci	Enterolert

Field of Testing: 102 - Inorganic Chemistry of Drinking Water

102.026	001	Calcium	EPA 200.7
102.026	002	Magnesium	EPA 200.7
102.026	003	Potassium	EPA 200.7
102.026	004	Silica	EPA 200.7
102.026	005	Sodium	EPA 200.7
102.026	006	Hardness (Calculation)	EPA 200.7
102.030	001	Bromide	EPA 300.0
102.030	003	Chloride	EPA 300.0
102.030	005	Fluoride	EPA 300.0
102.030	006	Nitrate (as N)	EPA 300.0
102.030	009	Sulfate (as SO ₄)	EPA 300.0
102.045	001	Perchlorate	EPA 314.0
102.050	001	Cyanide, Total	EPA 335.4
102.061	001	Nitrite (as N)	EPA 353.2
102.100	001	Alkalinity	SM 2320 B
102.130	001	Specific Conductance	SM 2510 B
102.140	001	Residue, Filterable TDS	SM 2540 C
102.174	002	Chlorine, Total Residual	SM 4500-Cl F
102.262	001	Total Organic Carbon TOC	SM 5310 C
102.263	001	Dissolved Organic Carbon (DOC)	SM 5310 C
102.270	001	Surfactants	SM 5540 C-2011

Field of Testing: 103 - Toxic Chemical Elements of Drinking Water

As of 5/31/2019, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

103.130	001	Aluminum	EPA 200.7
103.130	003	Barium	EPA 200.7
103.130	004	Beryllium	EPA 200.7
103.130	005	Cadmium	EPA 200.7
103.130	007	Chromium	EPA 200.7
103.130	008	Copper	EPA 200.7
103.130	009	Iron	EPA 200.7
103.130	011	Manganese	EPA 200.7
103.130	012	Nickel	EPA 200.7
103.130	015	Silver	EPA 200.7
103.130	017	Zinc	EPA 200.7
103.130	018	Boron	EPA 200.7
103.140	001	Aluminum	EPA 200.8
103.140	002	Antimony	EPA 200.8
103.140	003	Arsenic	EPA 200.8
103.140	004	Barium	EPA 200.8
103.140	005	Beryllium	EPA 200.8
103.140	006	Cadmium	EPA 200.8
103.140	007	Chromium	EPA 200.8
103.140	008	Copper	EPA 200.8
103.140	009	Lead	EPA 200.8
103.140	010	Manganese	EPA 200.8
103.140	012	Nickel	EPA 200.8
103.140	013	Selenium	EPA 200.8
103.140	014	Silver	EPA 200.8
103.140	015	Thallium	EPA 200.8
103.140	016	Zinc	EPA 200.8
103.140	017	Boron	EPA 200.8
103.140	018	Vanadium	EPA 200.8
103.160	001	Mercury	EPA 245.1
103.310	001	Chromium (VI)	EPA 218.6

Field of Testing: 104 - Volatile Organic Chemistry of Drinking Water

104.030	001	1,2-Dibromoethane (EDB, Ethylene Dibromide)	EPA 504.1
104.030	002	1,2-Dibromo-3-chloropropane (DBCP)	EPA 504.1
104.035	001	1,2,3-Trichloropropane (TCP)	SRL 524M-TCP
104.040	000	Volatile Organic Compounds	EPA 524.2
104.040	001	Benzene	EPA 524.2
104.040	007	n-Butylbenzene	EPA 524.2
104.040	008	sec-Butylbenzene	EPA 524.2
104.040	009	tert-Butylbenzene	EPA 524.2
104.040	010	Carbon Tetrachloride	EPA 524.2
104.040	011	Chlorobenzene	EPA 524.2

104.040	015	2-Chlorotoluene	EPA 524.2
104.040	016	4-Chlorotoluene	EPA 524.2
104.040	019	1,3-Dichlorobenzene	EPA 524.2
104.040	020	1,2-Dichlorobenzene	EPA 524.2
104.040	021	1,4-Dichlorobenzene	EPA 524.2
104.040	022	Dichlorodifluoromethane	EPA 524.2
104.040	023	1,1-Dichloroethane	EPA 524.2
104.040	024	1,2-Dichloroethane	EPA 524.2
104.040	025	1,1-Dichloroethene (1,1-Dichloroethylene)	EPA 524.2
104.040	026	cis-1,2-Dichloroethene	EPA 524.2
104.040	027	trans-1,2-Dichloroethene	EPA 524.2
104.040	029	1,2-Dichloropropane	EPA 524.2
104.040	033	cis-1,3-Dichloropropene	EPA 524.2
104.040	034	trans-1,3-Dichloropropene	EPA 524.2
104.040	035	Ethylbenzene	EPA 524.2
104.040	037	Isopropylbenzene	EPA 524.2
104.040	041	N-propylbenzene	EPA 524.2
104.040	042	Styrene	EPA 524.2
104.040	043	1,1,1,2-Tetrachloroethane	EPA 524.2
104.040	044	1,1,2,2-Tetrachloroethane	EPA 524.2
104.040	045	Tetrachloroethylene (Tetrachloroethene)	EPA 524.2
104.040	046	Toluene	EPA 524.2
104.040	047	1,2,3-Trichlorobenzene	EPA 524.2
104.040	048	1,2,4-Trichlorobenzene	EPA 524.2
104.040	049	1,1,1-Trichloroethane	EPA 524.2
104.040	050	1,1,2-Trichloroethane	EPA 524.2
104.040	051	Trichloroethene	EPA 524.2
104.040	052	Trichlorofluoromethane	EPA 524.2
104.040	054	1,2,4-Trimethylbenzene	EPA 524.2
104.040	055	1,3,5-Trimethylbenzene	EPA 524.2
104.040	056	Vinyl Chloride	EPA 524.2
104.040	057	Xylenes, Total	EPA 524.2
104.040	061	Carbon Disulfide	EPA 524.2
104.045	000	Trihalomethanes, Total	EPA 524.2
104.045	001	Bromodichloromethane	EPA 524.2
104.045	002	Bromoform	EPA 524.2
104.045	003	Chloroform	EPA 524.2
104.045	004	Dibromochloromethane	EPA 524.2
104.050	002	Methyl tert-butyl Ether (MTBE)	EPA 524.2
104.050	003	tert-Amyl Methyl Ether (TAME)	EPA 524.2
104.050	004	Ethyl tert-butyl Ether (ETBE)	EPA 524.2
104.050	005	Trichlorotrifluoroethane	EPA 524.2

104.050 006 tert-Butyl Alcohol (TBA) EPA 524.2

Field of Testing: 105 - Semi-volatile Organic Chemistry of Drinking Water

105.035	001	Aldrin	EPA 508
105.035	002	Dieldrin	EPA 508
105.035	003	Endosulfan I	EPA 508
105.035	004	Endosulfan II	EPA 508
105.035	005	Endosulfan Sulfate	EPA 508
105.035	006	Endrin	EPA 508
105.035	007	Endrin Aldehyde	EPA 508
105.035	008	Heptachlor	EPA 508
105.035	009	Heptachlor Epoxide	EPA 508
105.035	010	Hexachlorobenzene	EPA 508
105.035	011	Lindane (HCH-gamma)	EPA 508
105.035	012	Methoxychlor	EPA 508
105.035	014	Chlordane	EPA 508
105.035	015	Toxaphene	EPA 508
105.035	016	PCBs as Aroclors	EPA 508
105.035	017	Aroclor 1016	EPA 508
105.035	018	Aroclor 1221	EPA 508
105.035	019	Aroclor 1232	EPA 508
105.035	020	Aroclor 1242	EPA 508
105.035	021	Aroclor 1248	EPA 508
105.035	022	Aroclor 1254	EPA 508
105.070	001	Bentazon	EPA 515.1
105.070	002	2,4-D	EPA 515.1
105.070	003	Dalapon	EPA 515.1
105.070	004	Dicamba	EPA 515.1
105.070	005	Dinoseb	EPA 515.1
105.070	006	Pentachlorophenol	EPA 515.1
105.070	007	Picloram	EPA 515.1
105.070	008	2,4,5-TP (Silvex)	EPA 515.1
105.090	001	Alachlor	EPA 525.2
105.090	002	Aldrin	EPA 525.2
105.090	003	Atrazine	EPA 525.2
105.090	004	Benzo(a)pyrene	EPA 525.2
105.090	005	Butachlor	EPA 525.2
105.090	007	Dieldrin	EPA 525.2
105.090	008	Di(2-ethylhexyl) Adipate	EPA 525.2
105.090	009	Di(2-ethylhexyl) Phthalate	EPA 525.2
105.090	013	Endrin	EPA 525.2
105.090	014	Heptachlor	EPA 525.2
105.090	015	Heptachlor Epoxide	EPA 525.2

105.090	016	Hexachlorobenzene	EPA 525.2
105.090	017	Hexachlorocyclopentadiene	EPA 525.2
105.090	019	Methoxychlor	EPA 525.2
105.090	022	Molinate	EPA 525.2
105.090	025	Simazine	EPA 525.2
105.101	000	Carbamates	EPA 531.2
105.101	001	Carbofuran	EPA 531.2
105.101	002	Oxamyl	EPA 531.2
105.101	003	Aldicarb	EPA 531.2
105.101	004	Aldicarb Sulfone	EPA 531.2
105.101	005	Aldicarb Sulfoxide	EPA 531.2
105.101	006	Carbaryl	EPA 531.2
105.101	007	3-Hydroxycarbofuran	EPA 531.2
105.101	008	Methomyl	EPA 531.2
105.120	001	Glyphosate	EPA 547
105.140	001	Endothall	EPA 548.1
105.150	001	Diquat	EPA 549.2
105.201	001	Haloacetic Acids (HAA5)	EPA 552.3

Field of Testing: 106 - Radiochemistry of Drinking Water

106.092	001	Uranium	EPA 200.8
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Field of Testing: 107 - Microbiology of Wastewater

107.020	002	Total Coliform (Enumeration)	SM 9221 B-2006
107.040	002	Fecal Coliform (Enumeration)	SM 9221 C,E-2006

Field of Testing: 108 - Inorganic Chemistry of Wastewater

108.020	001	Specific Conductance	EPA 120.1
108.090	001	Residue, Volatile	EPA 160.4
108.110	001	Turbidity	EPA 180.1
108.112	001	Boron	EPA 200.7
108.112	002	Calcium	EPA 200.7
108.112	003	Hardness (Calculation)	EPA 200.7
108.112	004	Magnesium	EPA 200.7
108.112	005	Potassium	EPA 200.7
108.112	006	Silica, Dissolved	EPA 200.7
108.112	007	Sodium	EPA 200.7
108.120	001	Bromide	EPA 300.0
108.120	002	Chloride	EPA 300.0
108.120	003	Fluoride	EPA 300.0
108.120	008	Sulfate (as SO ₄)	EPA 300.0
108.120	012	Nitrate (as N)	EPA 300.0
108.183	001	Cyanide, Total	EPA 335.4
108.209	001	Ammonia (as N)	EPA 350.1
108.211	002	Kjeldahl Nitrogen, Total (as N)	EPA 351.2

108.232	003	Nitrate-Nitrite (as N)	EPA 353.2
108.232	004	Nitrite (as N)	EPA 353.2
108.260	001	Phosphate, Ortho	EPA 365.1
108.266	001	Phosphorus, Total	EPA 365.4
108.323	001	Chemical Oxygen Demand	EPA 410.4
108.362	001	Phenols, Total	EPA 420.4
108.381	002	Oil & Grease Total	EPA 1664 B
108.410	001	Alkalinity	SM 2320 B-1997
108.430	001	Specific Conductance	SM 2510 B-1997
108.440	001	Residue, Total	SM 2540 B-1997
108.441	001	Residue, Filterable TDS	SM 2540 C-1997
108.442	001	Residue, Non-filterable TSS	SM 2540 D-1997
108.443	001	Residue, Settleable	SM 2540 F-1997
108.464	001	Chlorine, Total Residual	SM 4500-Cl F-2000
108.490	001	Hydrogen Ion (pH)	SM 4500-H+ B-2000
108.536	001	Oxygen, Dissolved	SM 4500-O G-2001
108.584	001	Sulfide (as S)	SM 4500-S D-2000
108.585	001	Sulfide (as S)	SM 4500-S F-2000
108.592	001	Biochemical Oxygen Demand	SM 5210 B -2001
108.592	002	Carbonaceous BOD	SM 5210 B -2001
108.595	001	Chemical Oxygen Demand	SM 5220 D-1997
108.597	001	Organic Carbon-Total (TOC)	SM 5310 C-2000
108.605	001	Surfactants	SM 5540 C-2000

Field of Testing: 109 - Toxic Chemical Elements of Wastewater

109.010	001	Aluminum	EPA 200.7
109.010	002	Antimony	EPA 200.7
109.010	003	Arsenic	EPA 200.7
109.010	004	Barium	EPA 200.7
109.010	005	Beryllium	EPA 200.7
109.010	006	Boron	EPA 200.7
109.010	007	Cadmium	EPA 200.7
109.010	009	Chromium	EPA 200.7
109.010	010	Cobalt	EPA 200.7
109.010	011	Copper	EPA 200.7
109.010	012	Iron	EPA 200.7
109.010	013	Lead	EPA 200.7
109.010	015	Manganese	EPA 200.7
109.010	016	Molybdenum	EPA 200.7
109.010	017	Nickel	EPA 200.7
109.010	019	Selenium	EPA 200.7
109.010	021	Silver	EPA 200.7
109.010	023	Thallium	EPA 200.7

109.010	024	Tin	EPA 200.7
109.010	025	Titanium	EPA 200.7
109.010	026	Vanadium	EPA 200.7
109.010	027	Zinc	EPA 200.7
109.020	001	Aluminum	EPA 200.8
109.020	002	Antimony	EPA 200.8
109.020	003	Arsenic	EPA 200.8
109.020	004	Barium	EPA 200.8
109.020	005	Beryllium	EPA 200.8
109.020	006	Cadmium	EPA 200.8
109.020	007	Chromium	EPA 200.8
109.020	008	Cobalt	EPA 200.8
109.020	009	Copper	EPA 200.8
109.020	010	Lead	EPA 200.8
109.020	011	Manganese	EPA 200.8
109.020	012	Molybdenum	EPA 200.8
109.020	013	Nickel	EPA 200.8
109.020	014	Selenium	EPA 200.8
109.020	015	Silver	EPA 200.8
109.020	016	Thallium	EPA 200.8
109.020	017	Vanadium	EPA 200.8
109.020	018	Zinc	EPA 200.8
109.020	022	Tin	EPA 200.8
109.190	001	Mercury	EPA 245.1

Field of Testing: 110 - Volatile Organic Chemistry of Wastewater

110.040	000	Purgeable Organic Compounds	EPA 624
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Field of Testing: 111 - Semi-volatile Organic Chemistry of Wastewater

111.100	000	Base/Neutral & Acid Organics	EPA 625
111.103	000	Nitrosamines	EPA 625
111.170	000	Organochlorine Pesticides and PCBs	EPA 608
111.210	000	Carbamates	EPA 632

Field of Testing: 114 - Inorganic Chemistry of Hazardous Waste

114.010	001	Antimony	EPA 6010 B
114.010	002	Arsenic	EPA 6010 B
114.010	003	Barium	EPA 6010 B
114.010	004	Beryllium	EPA 6010 B
114.010	005	Cadmium	EPA 6010 B
114.010	006	Chromium	EPA 6010 B
114.010	007	Cobalt	EPA 6010 B
114.010	008	Copper	EPA 6010 B
114.010	009	Lead	EPA 6010 B
114.010	010	Molybdenum	EPA 6010 B

As of 5/31/2019, this list supersedes all previous lists for this certificate number.
 Customers: Please verify the current accreditation standing with the State.

114.010	011	Nickel	EPA 6010 B
114.010	012	Selenium	EPA 6010 B
114.010	013	Silver	EPA 6010 B
114.010	014	Thallium	EPA 6010 B
114.010	015	Vanadium	EPA 6010 B
114.010	016	Zinc	EPA 6010 B
114.020	001	Antimony	EPA 6020
114.020	002	Arsenic	EPA 6020
114.020	003	Barium	EPA 6020
114.020	004	Beryllium	EPA 6020
114.020	005	Cadmium	EPA 6020
114.020	006	Chromium	EPA 6020
114.020	007	Cobalt	EPA 6020
114.020	008	Copper	EPA 6020
114.020	009	Lead	EPA 6020
114.020	010	Molybdenum	EPA 6020
114.020	011	Nickel	EPA 6020
114.020	012	Selenium	EPA 6020
114.020	013	Silver	EPA 6020
114.020	014	Thallium	EPA 6020
114.020	015	Vanadium	EPA 6020
114.020	016	Zinc	EPA 6020
114.025	001	Mercury	EPA 6020 A
114.106	001	Chromium (VI)	EPA 7199
114.140	001	Mercury	EPA 7470 A
114.141	001	Mercury	EPA 7471 A
114.221	001	Cyanide, Total	EPA 9012 A
114.240	001	Corrosivity - pH Determination	EPA 9040 B
114.241	001	Corrosivity - pH Determination	EPA 9045 C

Field of Testing: 115 - Extraction Test of Hazardous Waste

115.020	001	Toxicity Characteristic Leaching Procedure (TCLP)	EPA 1311 (TCLP)
115.021	001	TCLP Inorganics	EPA 1311 (TCLP)
115.030	001	Waste Extraction Test (WET)	CCR Chapter 11, Article 5, Appendix II
115.040	001	Synthetic Precipitation Leaching Procedure (SPLP)	EPA 1312 (SPLP)

Field of Testing: 116 - Volatile Organic Chemistry of Hazardous Waste

116.020	031	Ethanol and Methanol	EPA 8015 B
116.040	041	Methyl tert-butyl Ether (MTBE)	EPA 8021 B
116.080	000	Volatile Organic Compounds	EPA 8260 B
116.080	120	Oxygenates	EPA 8260 B
116.100	001	Total Petroleum Hydrocarbons - Gasoline (GRO)	LUFT GC/MS
116.100	010	BTEX and MTBE	LUFT GC/MS

Field of Testing: 117 - Semi-volatile Organic Chemistry of Hazardous Waste

As of 5/31/2019, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

117.010	001	Diesel-range Total Petroleum Hydrocarbons	EPA 8015 B
117.015	001	Diesel-range Total Petroleum Hydrocarbons	LUFT GC/MS
117.016	001	Diesel-range Total Petroleum Hydrocarbons	LUFT
117.110	000	Extractable Organics	EPA 8270 C
117.111	071	Pesticides	EPA 8270 C
117.140	000	Polynuclear Aromatic Hydrocarbons	EPA 8310
117.170	000	Nitroaromatics and Nitramines	EPA 8330
117.210	000	Organochlorine Pesticides	EPA 8081 A
117.220	000	PCBs	EPA 8082
117.240	000	Organophosphorus Pesticides	EPA 8141 A
117.250	000	Chlorinated Herbicides	EPA 8151 A

Field of Testing: 120 - Physical Properties of Hazardous Waste

120.010	001	Ignitability	EPA 1010
120.022	001	Ignitability	EPA 1030
120.040	001	Reactive Cyanide	Section 7.3 SW-846
120.050	001	Reactive Sulfide	Section 7.3 SW-846
120.070	001	Corrosivity - pH Determination	EPA 9040 B
120.080	001	Corrosivity - pH Determination	EPA 9045 C

Field of Testing: 126 - Microbiology of Recreational Water

126.010	001	Total Coliform (Enumeration)	SM 9221 B,C-2006
126.030	001	Fecal Coliform (Enumeration)	SM 9221 B,E-2006

PW 20-49 Laboratory Chemical Testing and Sampling Bids

WATER CAM 251 SOUTH HA				
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method
monthly	10	120	Methyl Tertiary Butyl Ether	EPA 524.2
weekly	7	364	Nitrate	EPA 300.0
monthly	10	120	Nitrate	EPA 300.0
weekly	7	354	TDS	SM 2540
quarterly	8	32	Trihalomethanes	EPA 524.2
quarterly	8	32	Haloacetic Acids	EPA 552.2
annual	10	10	Volatile Organics Compounds	EPA 524.2
annual	10	10	General Minerals	Various
annual	10	10	General Physicals	Various
annual	10	10	Inorganics	Various
weekly	4	208	Manganese	EPA 200.7
annual	10	10	Synthetic Organics Compounds*	EPA 500 Series/1613 (*BC Labs propose method 525.2)
annual	10	10	Synthetic Organics Compounds*	EPA 505 (*propose method 508, BC labs and Weck labs)
annual	10	10	Synthetic Organics Compounds*	EPA 515.3 (*Eurofins proposed EPA 515.4)
annual	10	10	Synthetic Organics Compounds	EPA 524.2
annual	10	10	Synthetic Organics Compounds	EPA 525.2
annual	10	10	Synthetic Organics Compounds*	EPA 531.1 (*Eurofins proposed EPA 531.2)
annual	10	10	Synthetic Organics Compounds	EPA 547
annual	10	10	Synthetic Organics Compounds	EPA 548.1
annual	10	10	Synthetic Organics Compounds*	EPA 549(*Eurofins proposed EPA 549.2)
annual	10	10	Synthetic Organics Compounds*	EPA 1613(*Eurofins proposed EPA 1613B)
annual	10	10	Synthetic Organics Compounds	EPA 504.1
annual	7	7	Gross Alpha Radioactivity	EPA 900.0
annual	7	7	Gross Beta Radioactivity	EPA 900.0
annual	7	7	Radium 226	EPA 903.0
annual	7	7	Radium 228	EPA 904.0
weekly	4	208	pH, Conductivity	SM 4500-H+B-2000, EPA120.1

weekly	1	52	Langelier Index	By Calculation
quarterly	3	12	Uranium	EPA 200.8
quarterly	3	12	EPA 200.8	EPA 200.8
quarterly	3	12	For Metals (each element)	EPA 200.8
annual	1	1	Strontium 90	EPA 905.0
annual	1	1	Tritium	EPA 906.0
If needed	5	5	Turbidity	EPA 180.1
If needed	5	5	BOD5	SM 5210B
If needed	5	5	Settable Solids	SM 2540
If needed	1	1	Acute Toxicity	96 hours
If needed	3 Entry Point 1 Maximum Residence		List 1 UCMR3-7 VOC	EPA 524.3
If needed	3 Entry Point 1 Maximum Residence		List 1 UCMR3-1 SOC	EPA 522
If needed	3 Entry Point 1 Maximum Residence		List 1 UCMR3-6 Metals	EPA 200.8 Rev 5.4
If needed	3 Entry Point 1 Maximum Residence		List 1 UCMR3-1 Oxyhalide Anion	EPA 300.1
If needed	3 Entry Point 1 Maximum Residence		List 1 UCMR3-6 Perflourinated Compounds	EPA 537 Rev 1.1
If needed	3 Entry Point		List 2 UCMR3-7 Hormones	EPA 539
annual	11	11	Asbestos	EPA 600/R-94/134
annual	11	11	Aggressive Index	By Calculation
annual	10	10	Perchlorate	EPA 314, 314.1, 331.0 or 332.0
weekly	43	2236	Coliforms	SM 9223 P/A
Total Annual Estimated Cost: Water Campus				

WASTEWATER TREA 6001 PERKIN:				
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method
quarterly	3	12	Dioxins- EPA 8290 High Resolution- Solid	EPA 8290
quarterly	3	12	PCB's Solid	EPA 8082
quarterly	2	8	PCB Congener (56) by GC/MS SIM- Water	EPA 625
monthly	1	12	PCB- Water	EPA 608
monthly	1	12	Chlorinated Pesticides-By- products+Mirex	EPA 608
quarterly	3	12	Dioxins- EPA 8290 High Resolution- Water	EPA 8290
quarterly	2	6	Chlorinated Pesticides including Mirex- Solid	EPA 8081A

quarterly	2	6	PCBs- Solid	EPA 8082A
semiannual	2	4	Semivolatile Organics Full List- Solid	EPA 8270
semiannual	2	4	Volatile Organics Full List including Acrylon, Acrylonitrile and 2-Chloroethyl Vinyl Ether- Solid	EPA 8260
semiannual	3	6	Semivolatile Organics Full List- Water	EPA 625
semiannual	3	6	Volatile Organics - Water	EPA 624
semiannual	3	6	Hexavalent Chromium (Cr6+) Water	EPA 218.6
semiannual	3	6	Organophosphorus Pesticides including Malathion- Water	EPA 8141
semiannual	3	6	Gross Alpha and Beta Water	EPA 9310
semiannual	3	6	Tributyltin - Water	GC/FPD
Total Annual Estimated Cost: Wastewater Treatment Plant				

ADVANCED WATER PURIFICATION (MW-1D, MW-1M, MW-1S)				
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method
quarterly	5	20	General Minerals	Varies
quarterly	5	20	Inorganic Chemicals	Varies
quarterly	5	20	General Physical (Title 22)	Varies
quarterly	5	20	1,4-Dioxane - GCMS	EPA 827M
quarterly	5	20	1,2,3-Trichloropropane (TCP) - GCMS-SIM	SRL 524M-TCP
quarterly	5	20	EPA 625 - Semivolatile Organic Compounds	EPA 625
quarterly	5	20	EPA 556 - Formaldehyde only	EPA 556
quarterly	5	20	Bromate - EPA 300.1	EPA 300.1
quarterly	5	20	Chlorate - EPA 300.1	EPA 300.1
quarterly	5	20	Chlorite - EPA 300.1	EPA 300.1
quarterly	5	20	EPA 531.1 - Carbamates	EPA 531.1
quarterly	5	20	EPA 508 - Organochlorine Pesticides & PCBs	EPA 508
quarterly	5	20	EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3
quarterly	5	5	Oil and Grease - EPA 1664A	EPA 1664A
quarterly	5	20	EPA 549.2 - Diquat	EPA 549.2
quarterly	5	20	EPA 548.1 - Endothall	EPA 548.1
quarterly	5	20	EPA 8330A - Explosives	EPA 8330A
quarterly	5	20	EPA 504.1 - Fumigants (EDB, DBCP)	EPA 504.1
quarterly	5	20	EPA 547 - Glyphosate	EPA 547
quarterly	5	20	EPA 8015B - Glycol	EPA 8015B

quarterly	5	20	EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2
quarterly	5	20	Boron - EPA 200.8	EPA 200.8
quarterly	5	20	Vanadium - EPA 200.8	EPA 200.8
quarterly	5	20	Nitrosoamines low-level - EPA 1625M	EPA 1625M
quarterly	5	20	Perchlorate - EPA 314.0	EPA 314.0
quarterly	5	20	PFCs in water by LC/MS	EPA 537M
quarterly	5	20	Polybrominated Diphenyl Ethers (PBDEs) - EPA 1614M	GC/MS SIM
quarterly	5	20	PPCP - Morphine by LCMSMS-ESI+	EPA 1694M-ESI+
quarterly	5	20	PPCP - Pharmaceuticals by LCMSMS-ESI+	EPA 1694M-ESI+
quarterly	5	20	PPCP - Pharmaceuticals by LCMSMS-ESI-	EPA 1694M-ESI-
quarterly	5	20	PPCP - Hormones by LCMSMS-APCI+	EPA 1694M-APCI
quarterly	5	20	Alkyl Phenols by GCMS D7065	ASTM D7065
quarterly	5	20	Pyrethroid Pesticides by GC/MS SIM	GC/MS NCI-SIM
quarterly	5	20	Gross Alpha - EPA 900.0	EPA 900.0
quarterly	5	20	Gross Beta - EPA 900.0	EPA 900.0
quarterly	5	20	Uranium (pCi/L) - EPA 200.8	EPA 200.8
quarterly	5	20	EPA 525.2 - Semivolatile Organics - extended	EPA 525.2
quarterly	5	20	EPA 525.2 Mod - OPP low-level	EPA 525.2M
quarterly	5	20	Dioxin 2378TCDD - EPA 1613B-ATP	EPA 1613B
quarterly	5	20	Asbestos, water - TEM	EPA 100.2
quarterly	5	20	Radium-228	EPA Ra-05
quarterly	5	20	Strontium-90	EPA 905.0
quarterly	5	20	Tritium	EPA 906.0
quarterly	5	20	EPA 524.2 – TBA	EPA 524.2
quarterly	5	20	EPA 524.2 - Volatile Organic Compounds	EPA 524.2
quarterly	5	20	EPA 624 - Volatile Organic Compounds	EPA 624
Total Annual Estimated Cost: ASR Monitoring Wells				

**ADVANCED WATER PURII
5700 PERKINS ROAD- NON-PC**

Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method
Monthly	1	12	General Minerals & Inorganic Chemicals	Varies
Quarterly	1	4	General Physical (Title 22)	Varies
Monthly	1	12	1,4-Dioxane - GCMS	EPA 8270M
Monthly	1	12	EPA 556 - Formaldehyde only	EPA 556
Monthly	1	12	Bromate - EPA 300.1	EPA 300.1
Monthly	1	12	Chlorate - EPA 300.1	EPA 300.1
Monthly	1	12	Chlorite - EPA 300.1	EPA 300.1
Monthly	1	12	EPA 531.1 - Carbamates	EPA 531.1
Monthly	1	12	EPA 508 - Organochlorine Pesticides & PCBs	EPA 508
Monthly	1	12	EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3
Monthly	1	12	Oil and Grease - EPA 1664A	EPA 1664A
Monthly	1	12	EPA 549.2 - Diquat	EPA 549.2
Monthly	1	12	EPA 548.1 - Endothall	EPA 548.1
Monthly	1	12	EPA 8330A - Explosives	EPA 8330A
Monthly	1	12	EPA 504.1 - Fumigants (EDB, DBCP)	EPA 504.1
Monthly	1	12	EPA 547 - Glyphosate	EPA 547
Monthly	1	12	EPA 8015B - Glycol	EPA 8015B
Monthly	1	12	EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2
Monthly	1	12	Boron - EPA 200.8	EPA 200.8
Annual	1	1	MBAS	SM 5540C
Monthly	1	12	Perchlorate - EPA 314.0	EPA 314.0
Monthly	1	12	PFCs in water by LC/MS	EPA 537M
Monthly	1	12	Polybrominated Diphenyl Ethers (PBDEs) - EPA 1614M	GC/MS SIM
Monthly	1	12	PPCP - Morphine by LCMSMS-ESI+	EPA 1694M-ESI+
Monthly	1	12	PPCP - Pharmaceuticals by LCMSMS-ESI+	EPA 1694M-ESI+
Monthly	1	12	PPCP - Pharmaceuticals by LCMSMS-ESI-	EPA 1694M-ESI-
Monthly	1	12	PPCP - Hormones by LCMSMS-APCI+	EPA 1694M-APCI
Monthly	1	12	Alkyl Phenols by GCMS D7065	ASTM D7065
Monthly	1	12	Pyrethroid Pesticides by GC/MS SIM	GC/MS NCI-SIM
Monthly	1	12	Gross Alpha - EPA 900.0	EPA 900.0
Monthly	1	12	Gross Beta - EPA 900.0	EPA 900.0
Monthly	1	12	Strontium-90	EPA 900.0
Monthly	1	12	Uranium (pCi/L) - EPA 200.8	EPA 200.8
Monthly	1	12	Combined Radium-226 and Radium 228	EPA EMSL-19

Monthly	1	12	EPA 525.2 Mod - OPP low-level	EPA 525.2M
Monthly	1	12	Dioxin 2378TCDD - EPA 1613B-ATP	EPA 1613B
Monthly	1	12	Asbestos, water - TEM	EPA 100.2
Monthly	1	12	EPA 524.2 – TBA	EPA 524.2
Monthly	1	12	EPA 524.2 - Volatile Organic Compounds	EPA 524.2
Monthly	1	12	Total Trihalomethanes	EPA 624
Weekly	1	52	TOC	SM5310B
Monthly	1	12	Metals(Cu, Pb, Al, Ag, Sb, As, Ba, Be, Cd, Total Chromium, Hg, Ni, Se, Ti)	EPA 200.8
Monthly	1	12	Chromium 6+	EPA 218.6
Monthly	1	12	Perchlorate	EPA 314.0
Monthly	1	12	Cyanide	EPA 335.4
Monthly	1	12	Flouride	EPA 300.4
Total Annual Estimated Cost: Advanced Water Purification Facility				

SOURCE CONTROL 5700 PERKINS ROAD- NON-PC				
Sampling Frequency	Number of Samples per Sampling frequency	Number of Samples Per Year	Analysis	Method
monthly	5	60	BOD	SM5210B
monthly	5	60	Total Suspended Solids	SM 2540D
monthly	5	60	Total Dissolved Solids	SM 2540C
monthly	5	60	Chloride	EPA 300.0
monthly	10	120	Oil and Grease-Vegetable Only	EPA 1664
monthly	2	24	EPA 625 - Semivolatile Organic Compounds	EPA 625
monthly	2	24	EPA 624 - Volatile Organic Compounds	EPA 624
monthly	2	24	EPA 608 - Organochlorine Pesticides & PCBs	EPA 608
monthly	2	24	Dioxins	EPA 8290A m
monthly	2	24	Cyanide	EPA 335.4
monthly	2	24	Metals (Cadmium, Total Chromium, Copper, Lead, Nickel, Silver, Zinc)	EPA 200.8
monthly	2	24	Ammonia as N	SM 4500-NH3 C
monthly	5	60	Dissolved Sulfide	SM 4500-S2- D
Total Annual Estimated Cost: Source Control				

Discount on items not quoted
24 Hour turnaround
Any work Subcontracted

BC Laboratories	Weck Laboratories	Eurofins	

MPUS
YES AVE

Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
\$35	\$4,200	\$50	\$6,000	\$50	\$6,000
\$8	\$2,912	\$25	\$9,100	\$15	\$5,460
\$8	\$960	\$25	\$3,000	\$12	\$1,440
\$7	\$2,478	\$15	\$5,310	\$22	\$7,788
\$40	\$1,280	\$50	\$1,600	\$50	\$1,600
\$50	\$1,600	\$60	\$1,920	\$100	\$3,200
\$55	\$550	\$80	\$800	\$50	\$500
\$90	\$900	\$160	\$1,600	\$125	\$1,250
\$15	\$150	\$30	\$300	\$45	\$450
\$70	\$700	\$100	\$1,000	\$125	\$1,250
\$5	\$1,040	\$10	\$2,080	\$15	\$3,120
\$100 -		\$955 -		\$125 -	
\$60	\$600	\$90	\$900	\$80	\$800
\$55	\$550	\$90	\$900	\$80	\$800
\$50	\$500	\$80	\$800	\$50	\$500
\$100	\$1,000	\$190	\$1,900	\$125	\$1,250
\$85	\$850	\$80	\$800	\$80	\$800
\$80	\$800	\$80	\$800	\$80	\$800
\$70	\$700	\$90	\$900	\$80	\$800
\$70	\$700	\$90	\$900	\$80	\$800
\$200	\$2,000	\$220	\$2,200	\$190	\$1,900
\$40	\$400	\$50	\$500	\$40	\$400
\$35	\$245	\$40	\$280	\$50	\$350
\$10	\$70	\$40	\$280	\$0	\$0
\$90	\$630	\$130	\$910	\$80	\$560
\$120	\$840	\$180	\$1,260	\$80	\$560
\$10	\$2,080	\$20	\$4,160	\$9	\$1,872

\$5	\$260	\$60	\$3,120	\$10	\$520
\$15	\$180	\$20	\$240	\$20	\$240
\$80	-	\$10	-	\$90	-
\$5	\$60	\$10	\$120	\$10	\$120
\$110	\$110	\$110	\$110	\$100	\$100
\$60	\$60	\$75	\$75	\$100	\$100
\$5	\$25	\$10	\$50	\$15	\$75
\$20	\$100	\$30	\$150	\$40	\$200
\$15	\$75	\$10	\$50	\$20	\$100
\$250	\$250	\$350	\$350	\$400	\$400
\$40	\$0	\$0	\$0	\$90	\$0
\$35	\$0	\$0	\$0	\$250	\$0
\$230	\$0	\$0	\$0	\$50	\$0
\$201	\$0	\$0	\$0	\$40	\$0
\$201	\$0	\$0	\$0	\$300	\$0
\$230	\$0	\$0	\$0	\$350	\$0
\$140	\$1,540	\$160	\$1,760	\$125	\$1,375
\$5	\$55	\$60	\$660	\$10	\$110
\$25	\$250	\$30	\$300	\$40	\$400
\$8	\$17,888	\$10	\$22,360	\$14	\$31,304
	\$49,588		\$79,545		\$79,294

**MENT PLANT
S ROAD**

Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
\$400	\$4,800	\$575	\$6,900	\$450.0	\$5,400.0
\$50	\$600	\$70	\$840	\$56.0	\$672.0
\$400	\$3,200	\$250	\$2,000	\$300.0	\$2,400.0
\$40	\$480	\$70	\$840	\$0.0	\$0.0
\$40	\$480	\$90	\$1,080	\$84.0	\$1,008.0
\$400	\$4,800	\$575	\$6,900	\$450.0	\$5,400.0
\$40	\$240	\$90	\$540	\$84.0	\$504.0

\$40	\$240	\$70	\$420	\$56.0	\$336.0
\$100	\$400	\$160	\$640	\$132.0	\$528.0
\$55	\$220	\$90	\$360	\$75.0	\$300.0
\$100	\$600	\$160	\$960	\$132.0	\$792.0
\$55	\$330	\$90	\$540	\$60.0	\$360.0
\$25	\$150	\$30	\$180	\$75.0	\$450.0
\$85	\$510	\$130	\$780	\$120.0	\$720.0
\$35	\$210	\$80	\$480	\$75.0	\$450.0
\$180	\$1,080	\$200	\$1,200	\$180.0	\$1,080.0
	\$18,340		\$24,660		\$20,400.0

FACILITY-INJECTION WELLS
1S, MW-2, MW-3)

Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
\$90	\$1,800	\$160	\$3,200	\$125	\$2,500
\$70	\$1,400	\$100	\$2,000	\$125	\$2,500
\$15	\$300	\$30	\$600	\$45	\$900
\$75	\$1,500	\$80	\$1,600	\$175	\$3,500
\$55	\$1,100	\$65	\$1,300	\$70	\$1,400
\$100	\$2,000	\$160	\$3,200	\$125	\$2,500
\$110	\$2,200	\$130	\$2,600	\$150	\$3,000
\$25	\$500	\$25	\$500	\$55	\$1,100
\$25	\$500	\$25	\$500	\$20	\$400
\$25	\$500	\$25	\$500	\$20	\$400
\$85	\$1,700	\$80	\$1,600	\$90	\$1,800
\$70	\$1,400	\$90	\$1,800	\$90	\$1,800
\$70	\$1,400	\$90	\$1,800	\$90	\$1,800
\$25	\$125	\$25	\$125	\$54	\$270
\$70	\$1,400	\$90	\$1,800	\$90	\$1,800
\$70	\$1,400	\$90	\$1,800	\$90	\$1,800
\$150	\$3,000	\$190	\$3,800	\$250	\$5,000
\$40	\$800	\$50	\$1,000	\$40	\$800
\$80	\$1,600	\$80	\$1,600	\$90	\$1,800
\$100	\$2,000	\$100	\$2,000	\$150	\$3,000

\$50	\$1,000	\$60	\$1,200	\$85	\$1,700
\$5	\$100	\$10	\$200	\$10	\$200
\$5	\$100	\$10	\$200	\$10	\$200
\$250	\$5,000	\$150	\$3,000	\$250	\$5,000
\$25	\$500	\$30	\$600	\$45	\$900
\$300	\$6,000	\$300	\$6,000	\$275	\$5,500
\$316	\$6,320	\$160	\$3,200	\$250	\$5,000
\$300	\$6,000	\$250	\$5,000	\$350	\$7,000
\$300	\$6,000	\$250	\$5,000	included	-
\$300	\$6,000	\$250	\$5,000	\$350	\$7,000
\$300	\$6,000	\$250	\$5,000	\$275	\$5,500
\$288	\$5,760	\$175	\$3,500	-	-
\$253	\$5,060	\$200	\$4,000	\$250	\$5,000
\$35	\$700	\$40	\$800	\$50	\$1,000
\$10	\$200	\$40	\$800	included	-
\$15	\$300	\$20	\$400	\$20	\$400
\$100	\$2,000	\$190	\$3,800	\$175	\$3,500
\$224	\$4,480	\$190	\$3,800	\$0	\$0
\$200	\$4,000	\$220	\$4,400	\$190	\$3,800
\$140	\$2,800	\$160	\$3,200	\$125	\$2,500
\$120	\$2,400	\$180	\$3,600	\$80	\$1,600
\$110	\$2,200	\$110	\$2,200	\$125	\$2,500
\$60	\$1,200	\$75	\$1,500	\$90	\$1,800
\$35	\$700	\$50	\$1,000	\$50	\$1,000
\$55	\$1,100	\$80	\$1,600	\$50	\$1,000
\$55	\$1,100	\$90	\$1,800	\$75	\$1,500
	\$103,645		\$104,125		\$101,670

FICAITON FACILITY
)TABLE WATER SAMPLE

Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
\$160	\$1,920	\$260	\$3,120	\$125	\$1,500
\$15	\$60	\$30	\$120	\$45	\$180
\$75	\$900	\$80	\$960	\$175	\$2,100
\$110	\$1,320	\$130	\$1,560	\$150	\$1,800
\$25	\$300	\$25	\$300	\$55	\$660
\$25	\$300	\$25	\$300	\$20	\$240
\$25	\$300	\$25	\$300	\$20	\$240
\$85	\$1,020	\$80	\$960	\$90	\$1,080
\$70	\$840	\$90	\$1,080	\$90	\$1,080
\$70	\$840	\$90	\$1,080	\$90	\$1,080
\$25	\$300	\$25	\$300	\$54	\$648
\$70	\$840	\$90	\$1,080	\$90	\$1,080
\$70	\$840	\$90	\$1,080	\$90	\$1,080
\$150	\$1,800	\$190	\$2,280	\$250	\$3,000
\$40	\$480	\$50	\$600	\$40	\$480
\$80	\$960	\$80	\$960	\$90	\$1,080
\$100	\$1,200	\$100	\$1,200	\$150	\$1,800
\$50	\$600	\$60	\$720	\$85	\$1,020
\$5	\$60	\$10	\$120	\$10	\$120
\$25	\$25	\$40	\$40	\$25	\$25
\$25	\$300	\$30	\$360	\$45	\$540
\$300	\$3,600	\$300	\$3,600	\$275	\$3,300
\$316	\$3,792	\$160	\$1,920	\$250	\$3,000
\$300	\$3,600	\$250	\$3,000	\$350	\$4,200
\$300	\$3,600	\$250	\$3,000	\$0	\$0
\$300	\$3,600	\$250	\$3,000	\$350	\$4,200
\$300	\$3,600	\$250	\$3,000	\$275	\$3,300
\$288	\$3,456	\$175	\$2,100	\$0	\$0
\$253	\$3,036	\$200	\$2,400	\$250	\$3,000
\$35	\$420	\$40	\$480	\$50	\$600
\$10	\$120	\$40	\$480	\$0	\$0
\$110	\$1,320	\$110	\$1,320	\$125	\$1,500
\$15	\$180	\$20	\$240	\$20	\$240
\$200	\$2,400	\$310	\$3,720	\$160	\$1,920

\$224	\$2,688	\$190	\$2,280	\$0	\$0
\$200	\$2,400	\$220	\$2,640	\$190	\$2,280
\$140	\$1,680	\$160	\$1,920	\$125	\$1,500
\$35	\$420	\$50	\$600	\$50	\$600
\$55	\$660	\$90	\$1,080	\$50	\$600
\$40	\$480	\$50	\$600	\$50	\$600
\$10	\$520	\$40	\$2,080	\$25	\$1,300
\$80	\$960	\$145	\$1,740	\$125	\$1,500
\$25	\$300	\$30	\$360	\$75	\$900
\$25	\$300	\$30	\$360	\$40	\$480
\$25	\$300	\$35	\$420	\$35	\$420
\$8	\$96	\$25	\$300	\$20	\$240
	\$58,733		\$61,160		\$56,513

L PROGRAM
OTABLE WATER SAMPLE

Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
\$20	\$1,200	\$30	\$1,800	\$35	\$2,100
\$7	\$420	\$15	\$900	\$22	\$1,320
\$7	\$420	\$15	\$900	\$22	\$1,320
\$7	\$420	\$25	\$1,500	\$20	\$1,200
\$25	\$3,000	\$25	\$3,000	\$54	\$6,480
\$100	\$2,400	\$160	\$3,840	\$125	\$3,000
\$55	\$1,320	\$90	\$2,160	\$75	\$1,800
\$70	\$1,680	\$90	\$2,160	\$84	\$2,016
\$400	\$9,600	\$575	\$13,800	\$450	\$10,800
\$25	\$600	\$35	\$840	\$35	\$840
\$35	\$840	\$70	\$1,680	\$100	\$2,400
\$15	\$360	\$30	\$720	\$35	\$840
\$15	\$900	\$30	\$1,800	\$25	\$1,500
	\$23,160		\$35,100		\$35,616
Grand Total	\$253,466		\$304,590		\$293,493

|

Clarification /see
lines 19-28
added

Clarification for
Metals line 37

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4/7/2020

Trade Services Agreement A-8214 with BC Laboratories, Inc. for Laboratory Testing Services

Public Works and Transportation Committee
April 14, 2020

Thien Ng
Assistant Public Works Director



RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute Agreement A-8214 with BC Laboratories, Inc. for water, wastewater, and recycled water samples testing services in the amount of \$800,000 through May 5, 2023.

2

BACKGROUND

- January 28, 2020 - City released a Request for Bid (RFB) for Laboratory Testing Services with a close date of February 18, 2020
- City received three (3) bids from BC Laboratories, Inc. (BC Labs), Weck Laboratories, and Eurofins Eaton Analytical, LLC.
- BC Labs was the most responsive bidder based on price, qualification and experience

3

BACKGROUND

- Both Wastewater and Water Divisions require laboratory testing/analysis services to comply with state regulatory permits
- Laboratory services consist of analysis of water, wastewater, and recycled water samples
- City's laboratory can perform many but not all tests
- Reports are generated by the contracted lab and submitted by City staff to appropriate regulatory authorities

4

DISCUSSION

Wastewater National Pollutant Discharge Elimination System (NPDES) permit testing requirements:

- Eleven (11) organic compounds and pesticides
- Eleven (11) metals
- Twenty one (21) carcinogens (cancer causing)
- Forty one (41) non-carcinogens

5

DISCUSSION

Advanced Water Purification Facility (AWPF) NPDES permit testing requirements:

- Five (5) organic compounds and pesticides
- Eighteen (18) metals
- Six (6) radioactive pollutants
- Twenty seven (27) volatile organic compounds
- Thirty three (33) non-volatile organic compounds

6

DISCUSSION

Water State Division of Drinking Water (DDW) permit testing requirements:

- Eleven (11) organic compounds and pesticides
- Twenty (20) metals
- Six (6) radioactive pollutants
- Twenty nine (29) volatile organic compounds
- Twenty three (23) non-volatile organic compounds
- Bacteriological analysis
- Perfluorooctanoic acid (PFOA) & perfluorooctane sulfonate (PFOS) if necessary

7

DISCUSSION

Lab testing required to remain in compliance with:

- National Pollutant Discharge Elimination System (NPDES) permits
- Environmental Protection Agency, Region IX –Biosolids reporting
- State Division of Drinking Water reporting

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FINANCIAL IMPACT

- Total value of Agreement with BC Laboratories, Inc. is \$800,000 through May 5th, 2023
- Spending plan for FY 2019-20 is \$45,000
- Available funds are appropriated in the following funds:
 - Wastewater Collections Operating Fund
 - Wastewater Treatment Operating Fund
 - Water Operating Fund
 - Security-Contamination Prevention Fund
- Future funds will be requested in subsequent fiscal year budgets

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QUESTIONS?

