

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 305 West Third Street during customary business hours. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
***OXNARD FINANCING AUTHORITY**
***OXNARD HOUSING AUTHORITY**

Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
March 19, 2013
6:15 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION - (Please see page 4 for a description of closed session items)

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. **SUBJECT:** Presentation of Commendation to Knights of Columbus on its 110th Anniversary

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

At this time, the legislative body will consider public comments for a maximum of thirty 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. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

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

City of Oxnard internet address: www.ci.oxnard.ca.us.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the Oxnard City Council for February 26, 2013; and Minutes of the Regular Meetings of the Oxnard Community Development Commission Successor Agency for February, 5, 12 and 26, and March 5, 2013. (001)
RECOMMENDATION: Approve.
- Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (013)
 RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.
Legislative Body: CC Contact: Karen Burnham Phone: 385-7430
3. **SUBJECT:** YouthBuild Grant Application. (017)
 RECOMMENDATION: Adopt a resolution authorizing the City Manager to submit an application for up to \$1.1 million in U.S. Department of Labor (DOL) YouthBuild Grant funds to be used for expanding youth training efforts through work-based education programs.
Legislative Body: CC Contact: Efren Gorre Phone: 385-7982

Housing Department

4. SUBJECT: Cal-Home Mortgage Assistance Program Funding Application. (021)
RECOMMENDATION: Adopt a resolution authorizing the City Manager to: 1) Execute and submit an application to the California Department of Housing and Community Development (HCD) for \$1,000,000 under the CalHome Program; 2) If the application is granted, execute the Standard Agreement, and all other documents required by HCD for participation in the CalHome Program, as well as any amendments thereto as necessary and appropriate to pursue the funding application and obtain funding; 3) Appropriate the required funds upon award of the grant; and 4) Authorize the appropriation of \$10,000 annually from the General Fund to support ongoing costs of this program.
- | | | |
|----------------------|----------------------|-----------------|
| Legislative Body: CC | Contact: Karl Lawson | Phone: 385-8095 |
|----------------------|----------------------|-----------------|

Public Works Department

5. SUBJECT: Agreement with G4S Secure Solutions (USA) Inc. to Provide Security Services at Water Resources Division Facilities. (025)

RECOMMENDATION: Approve and authorize the Mayor to execute a three-year agreement with G4S Secure Solutions (USA) Inc., (A-7571) in an amount not to exceed \$750,000, to provide security services at the Water Campus, Water Blending Stations and Advanced Water Purification Facility.

Legislative Body: CC

Contact: Anthony Emmert

Phone: 207-1669

6. SUBJECT: Second Amendment to the Consulting Agreement with Carollo Engineers, Inc. for the Hueneme Road Recycled Water Pipeline Project Phase I. (045)

RECOMMENDATION: Ratify the Second Amendment to the Consulting Services Agreement with Carollo Engineers, Inc. (A-7338) to increase the total by \$582,155 for a total of \$4,496,028 and extend the expiration date to July 31, 2014.

Legislative Body: CC

Contact: Lou Balderrama

Phone: 340-5358

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS – 7:15 P.M.

Housing Department

1. SUBJECT: Goals, Priorities, Strategies and Objectives Consideration for the FY 2013-2018 Consolidated Plan and FY 2013-2014 Annual Action Plan.

RECOMMENDATION: Continue to March 26, 2013

Legislative Body: CC

Contact: Juliette Dang

Phone: 385-7493

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.

RECOMMENDATION: Receive and consider report.

Legislative Body: CC/SA

Contact: Karen Burnham

Phone: 385-7430

N. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS

O. REPORTS

City Manager Department

1. **SUBJECT:** Approval of Fifth Amendment to Agreement to Testing Engineers Vertical V, Inc. dba BTC Labs-Vertical V for On-Call Soils and Materials Testing Services. (051)
RECOMMENDATION: Approve and authorize the Mayor to execute the Fifth Amendment to Agreement to increase the amount by \$250,000 for a total of \$750,000 for on-call soils and materials testing services provided by Testing Engineers Vertical V, Inc. dba BTC Labs-Vertical V (4919-09-CM).
Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

P. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION - (Continued from page 1)

1. **CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION.**

- CC On the advice of the City Attorney, pursuant to Government Code section 54956.9(b)(3)(C), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case based upon a claim for damages (City Clerk's login # 155), which is available for inspection at the City Clerk's office during normal business hours.

The Interim City Manager and the City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Potential Litigation.

T. ADJOURNMENT

MINUTES

AGENDA ITEM NO.

I - 1

OXNARD CITY COUNCIL

Regular Meeting
February 26, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:46 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, and Dorina Padilla were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; James Cameron, Chief Financial Officer; and Rob Roshanian, Interim Public Works Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:48 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(a), to confer with its attorneys. The title and case number of the litigation being discussed is Kealoha, Crystal, et al. v. City of Oxnard, et al. Orange County Superior Court, Case No. 30-2012-00556842.

The City Council also recessed to a closed session pursuant to Government Code section 54956.9(b)(1) and (3)(E), based on existing facts and circumstances, there is significant exposure to litigation against the City based upon an oral statement by a representative of Mladen Buntich a record of which was made by a City employee, which record is available at the City Clerk's office during normal business hours and will be available for inspection upon request to the City Clerk.

At 6:57 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 7:00 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Curtis P. Cannon, Community Development Director; Barbara Murray, Library Director; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; Jason Benites, Assistant Police Chief; Michael Henderson, General Services Manager; and Michael More, Financial Services Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Proclamation Designating March 7, 2013 as "STOP Human Trafficking and Sexual Slavery Awareness Day".

DISCUSSION: Debbie Gohlke and Christy Franco, Soroptimist International of Oxnard, announced that Oxnard, Ventura, Camarillo and Conejo Valley chapters were creating a public awareness event on March 7, 2013 and invited the public to attend.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Roberta Downing; Stephanie Davis; Priscilla Herrera; Mario Quintana; Alice Madrid; Harold Ceja; Larry Stein; Pete Placencia; Patrick Barrios; Franz Lopez; Martin Jones; Jim Lavery; Ralph James; Bert Perello; Miguel Rodriguez; Gabriela Rodriguez; Lupe Anguiano; and Dick Jaquez.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The following individuals provided comments: the Interim City Manager, Chief Financial Officer and General Services Manager (I-1(b)); and the City Attorney and Financial Services Manager (I-3).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

The following individuals provided comments: Jim Lavery (I-1(b)); Bert Perello (I-1(b) and Larry Stein (I-1(b)).

I. INFORMATION/CONSENT AGENDA**City Manager Department**

1. **SUBJECT:** Agreements for City Council Review. (001)
RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000 with removal of I-1(b).*
2. **SUBJECT:** Approval of Fifth Amendment to Agreement to Testing Engineers Vertical V, Inc. dba BTC Labs-Vertical V for On-Call Soils and Materials Testing Services. (005)
RECOMMENDATION: Removed from agenda.*

Finance Department

3. **SUBJECT:** Judicial Foreclosures – Properties with Delinquent Assessments or Special Taxes. (029)
RECOMMENDATION: That City Council, acting as the legislative body of several Community Facilities Districts and Assessment Districts, instruct staff to proceed with judicial foreclosure on properties with delinquent special assessments and special taxes located within several Assessment Districts and Community Facilities District throughout the City, which special assessments and special taxes are secured by liens to repay bonded indebtedness.

Recreation and Community Services Department

4. **SUBJECT:** Ordinance No. 2863 Changing of Name of the Parks & Recreation Commission and Amending Bylaws. (033)
RECOMMENDATION: Second reading and adoption.

INFORMATION/CONSENT AGENDA ACTION: Moved to remove I-1(b) and I-2 from the agenda (Ramirez/Padilla) Ayes: Ramirez, *MacDonald, Padilla and Flynn. *Noes: MacDonald I-1(b). Approved as recommended with removal of I-1(b) and I-2 (Padilla/Ramirez) Ayes: MacDonald, Padilla, Flynn, and Ramirez.

J. TRANSMITTAL OF INFORMATION ONLY ITEMSFinance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending January 31, 2013. (037)
RECOMMENDATION: Receive Report.
ACTION: Received and filed.

K. INFORMATION/CONSENT PUBLIC HEARINGSL. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and one written communication was received.

Development Services Department

1. SUBJECT: Revision of Existing Fees and Adoption of New Fees Related to Development and Construction Permits and Services, Geographic Information Systems, and Library Services. (055)
RECOMMENDATION: 1) Hold a public hearing to receive public testimony regarding proposed new fees and revision to existing fees related to Development and Construction permits and services, Geographic Information Systems, and Library services; and 2) Adopt a resolution revising existing fees and adopting new fees related to Development and Construction permits and services, Geographic Information Systems, and Library services.
DISCUSSION: The Development Services Director reviewed the proposed changes to fees, elimination of fees, comparison to other cities, possible establishment of a "Heritage Home" board, use of index(s) information, and contacting representatives of the business and development community.

Comments were received from: Larry Stein, Nancy Lindholm, Able Magana and Elizabeth Wolfel.

ACTION: Close the public hearing. (Ramirez/MacDonald) Ayes: Padilla, Flynn, Ramirez and MacDonald.

DISCUSSION: The City Council discussed: the fee structure; comparison of other cities; overhead costs, elimination of fees, communications with the business community and forming new districts.

ACTION: Moved to continue this item to March 26, 2013. (Ramirez/MacDonald) Ayes: Flynn, Ramirez, MacDonald, and Padilla.

M. REPORT OF CITY MANAGER

The Interim City Manager presented a video on Measure "O" projects and reported that Facilities Division was accessing the Colonia Boxing Club (a former Fire Station) facility.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: the removal a CAG boardmember and CAG application forms; McGrath State Beach park; funding of local project from peaker plant; possible establishment of Police Oversight committee; establishment of Youth Commission; select a strategic date and selection process of City Manager.

O. REPORTS**City Manager Department**

1. **SUBJECT:** Support for City's Legislative Program for Fiscal Year (FY) 2013/14. (143)
RECOMMENDATION: Adopt an update of the Legislative Program for FY 2013/14, and authorize the City Manager to prepare letters in support of or in opposition to, as appropriate, legislative matters outlined in the Legislative Program with such letters to be signed by the Mayor, or the Mayor Pro Tem in the Mayor's absence.
DISCUSSION: The Special Assistant to the City Manager outlined the need to have the Mayor/Mayor Pro Tem provide support of legislative bills representing the positions of the Council such as the levee program and creation of an enterprise zone.

The City Council commented on the importance of supporting the creation of local jobs and having a balance between business and the environment.

ACTION: Move to approve with wording provided to staff to change Legislative Program. (MacDonald/Ramirez). Ayes: Ramirez, MacDonald, Padilla, and Flynn.

Finance Department

2. **SUBJECT:** Fiscal Year 2012-13 General Fund Financial Status. (151)
RECOMMENDATION: Receive an update of the Fiscal Year 2012-13 General Fund financial status.
DISCUSSION: The Chief Financial Officer reviewed the budget including General Fund projections, revenues, property tax, housing items, overtime estimates, Federal and State impacts.
ACTION: Receive report and provide comments.

P. PUBLIC COMMENTS ON REPORTS**Q. APPOINTMENT ITEMS****R. STUDY SESSION****Finance Department**

1. **SUBJECT:** Debt Financing Review. (157)
RECOMMENDATION: Receive a presentation on debt financing for municipal governments.
DISCUSSION: The Chief Financial Officer and Financial Services Manager reviewed types of bonds, financial bond rates, comparisons of other cities and audit process. Michael D. Kremer, First Southwest, reviewed the concept of bond financing and types of bonds.

At 11:28 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided.

Public comments were received from Bert Perello

ACTION: Receive report and provide comments to staff.

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 11:48 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
February 05, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:32 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Timothy B. Flynn, Carmen Ramirez, Bryan A. MacDonald, and Dorina Padilla were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Director; Alan Holmberg, General Counsel; Curtis Cannon, Community Development Director; James Cameron, Chief Financial Officer; Curtis P. Cannon, Community Development Director; Martin Erickson, Special Assistant to the City Manager; and Kymberly Horner, Interim Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:35 p.m., the City Council and Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(a), to confer with its attorneys. The title and case number of the litigation being discussed is SOCMI, LLC, et al. v. City of Oxnard, et al. Ventura County Superior Court Case No. 56-2012-00427637-CU-WM-VTA.

The City Council and Successor Agency also recessed to a closed session, pursuant to Government Code section 54956.9(b)(3)(C), based on existing facts and circumstances, there is significant exposure to litigation against the City and Successor Agency in one potential case based upon a claim for damages filed by Strand Cinemas LLC and Oxnard Theater Group LLC on file in the Office of the City Clerk and available for inspection during normal business hours.

The City Council and Successor Agency also recessed to a closed session, pursuant to Government Code section 54956.9(a), to confer with its attorneys. The title and case number of the litigation being discussed is CRFL Family Apartments, LP v. Ana J. Matasantos, et al. Sacramento Superior Court Case No. 34-2012-80001354

At 6:59 p.m., the closed session concluded.

D. OPENING CEREMONIES

At 7:05 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Chairperson Flynn presided.

E. CEREMONIAL CALENDARF. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDAG. REVIEW OF INFORMATION/CONSENT AGENDAH. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAI. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Minutes of the Special Meeting of the Oxnard Community Development Successor Agency for December 4, 2012; and Minutes of the Regular Meeting of the Oxnard Community Development Successor Agency for October 16 and 23, November 6 and 27, December 4 and 11, 2012; and January 8 and 15, 2013. (001)
RECOMMENDATION: Approve.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/Ramirez) Ayes: Ramirez, MacDonald, Padilla, and Flynn.

J. TRANSMITTAL OF INFORMATION ONLY ITEMSK. INFORMATION/CONSENT PUBLIC HEARINGSL. PUBLIC HEARINGSM. REPORT OF SECRETARY

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
RECOMMENDATION: Receive and consider report.
DISCUSSION: The Community Development Director reported on court action regarding the proposed affordable housing project and the schedule to move the project.
ACTION: Received the report.

N. COMMUNITY DEVELOPMENT COMMISSION BUSINESS/COMMITTEE REPORTSCITY COUNCIL

At 10:43 p.m. the joint meeting with the City Council concluded.

O. REPORTSP. PUBLIC COMMENTS ON REPORTSQ. APPOINTMENT ITEMS

R. STUDY SESSIONS. PUBLIC COMMENTS ON STUDY SESSIONT. ADJOURNMENT

At 10:43 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
February 12, 2013

A. ROLL CALL/POSTING OF AGENDA

At 7:02 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency with the City Council convened in the Council Chambers concurrently with the City Council and Housing Authority. Commissioners Timothy B. Flynn, Carmen Ramirez, Bryan A. MacDonald, and Dorina Padilla were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Director; Alan Holmberg, General Counsel; Curtis Cannon, Community Development Commission Successor Director; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States by Franky Sedenio Boy Scout Troop 228, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Manager Department

2. SUBJECT: Agreements for City Council Review. (011)

RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Flynn/Ramirez)
Ayes: Flynn, Ramirez, MacDonald, and Padilla.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGSM. REPORT OF SECRETARYHOUSING AUTHORITY

At 9:27 p.m. the joint meeting with the Housing Authority concluded.

N. COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY BUSINESS
/COMMITTEE REPORTSO. REPORTSCommunity Development Department

1. SUBJECT: Adoption of the Recognized Obligation Payment Schedule ("ROPS") for the Period July 1, 2013 – December 31, 2013. (109)

RECOMMENDATION: Adopt **Resolution No. 9** approving the Fourth Recognized Obligation Payment Schedule (ROPS 13-14A) covering the period of July 1, 2013 – December 31, 2013.

DISCUSSION: The Community Development Commission Successor Director commented on several business contacts interest in the community, HERO Home Buyer program, Heritage Square funding and not being able to enter into new contracts.

The Commissioners discussed: position of assets including cost and funding; HERO Housing Program; Facade Program; attending conferences; and entering into new contracts.

ACTION: Approved as recommended. (MacDonald/Padilla). Ayes: Padilla, *Flynn, Ramirez, and MacDonald. *Noes: Flynn only line 22 and 23.

CITY COUNCIL

At 10:14 p.m. the joint meeting with the City Council concluded.

P. PUBLIC COMMENTS ON REPORTSQ. APPOINTMENT ITEMSR. STUDY SESSIONS. PUBLIC COMMENTS ON STUDY SESSIONT. ADJOURNMENT

At 10:14 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
February 26, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

March 5, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman



ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Karen R. Burnham, Interim City ManagerAgenda Item No. I-2Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]

Other (Specify) _____

DATE: March 13, 2013**TO:** City Council**FROM:** Karen R. Burnham, Interim City Manager
City Manager's Office**SUBJECT:** Agreements for City Council Review**RECOMMENDATION**

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager, to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

DISCUSSION

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

City Manager Contract List for 03/19/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Community Development - Central Business District Curtis Cannon 385-7850	Heritage Square Property Owners Association Agreement No. 6150-13-CD	Use of Common Area at Heritage Square The proposed contract is between the Heritage Square Property Owners Association (HSPOA) and the Successor Agency (SA)/City. The contract allows the SA/City use of common areas at Heritage Square (HS) for Summer Concerts, Holiday and Summer Tours, and other public/private events as part of the HS Events Rental Program, administered by the SA staff. The contract amount is for \$59,000 with the General Fund contributing \$16,000 and the Redevelopment Property Tax Trust Fund (RPTTF) contributing \$43,000, which has been approved by the SA/Oversight Board from the Recognized Obligation Payment Schedule (ROPS). Total Contract Amount: \$59,000 FundingSource: RPTTF/General Fund	\$59,000
B	Original Agreement	Development Services - Planning Sue Martin 385-8207	Jordan, Gilbert & Bain Landscape Architects, Inc. Agreement No. 6073-12-DS	On-call Landscape Architect Plan Check & Inspection Services On-call Landscape Architect Plan Check & Inspection Services for new projects. Request for proposal issued and two responses received. Successful firm has first hand knowledge of City's planning review, plan check and permitting processes, as well as codes and requirements. 2 year agreement. The funding will come from developer and applicant fees for services. Total Contract Amount: \$200,000 FundingSource: Developer and Applicant Fees	\$200,000
C	AMENDMENT	Development Services Cynthia Daniels 385-7871	URS Energy & Construction, Inc. Agreement No. A-7240 Amendment 10	Agreement for Professional Services for Engineering Services/Rice-101 Interchange Consultant provides construction support as the engineer of record for the Rice/101 interchange improvements. Amendment 10 shifts budget between tasks, adds a fee schedule for new employees and wage rates, and adds scope for surveyor to complete one legal description and map. City Council approval required because individual line items will be revised by greater than \$25,000 (City Council Resolution 13,932). The consultant was the top ranked firm selected by a request for proposals process. Total Contract Amount: \$1,788,633 FundingSource: N/A	\$0

City Manager Contract List for 03/19/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D	Change Order	General Services - Parks and Facilities Development Ralph Alamillo	C.S. Legacy Construction Agreement No. A-7379	College Park Ph. 1C Fence Installation	\$216,258
		385-8341	Change Order 21	College Park Phase 1C - Install fence around the 5 new soccer fields to help protect the fields from misuse. There will be numerous gates in the fencing to allow public access during the day, but the gates will be closed after park hours. Three quotes were obtained by the contractor with the low bid coming in at \$216,258.04 Total Contract Amount: \$11,181,819 FundingSource: Measure O Funds	



Meeting Date: 03/19/13

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Efren Gorre Agenda Item No. I-3

Reviewed By: City Manager mmh City Attorney SOF Finance AC Other (Specify) _____

DATE: March 11, 2013

TO: City Council

FROM: Efren Gorre, Community Services Manager
Recreation and Community Services

SUBJECT: YouthBuild Grant Application

RECOMMENDATION

That City Council adopt a resolution authorizing the City Manager to submit an application for up to \$1.1 million in U.S. Department of Labor (DOL) for YouthBuild Grant funds to be used for expanding youth training efforts through work-based education programs.

DISCUSSION

YouthBuild is an alternative education and work training program for dropout youth between the ages of 16 to 24 who face various barriers to employment. Participants are provided construction-based education and training in projects building affordable housing and related activities. The U.S. Department of Labor is currently conducting a competitive process to award grants up to \$1.1 million each for 75 communities in FY 2013.

The City's Oxnard City Corps has been participating in construction and engineering projects over the years. City Corps teams have worked with Housing, Police Sturgis facility, Code Compliance, Habitat for Humanity Villa Cesar Chavez Project on Hueneme Road, repairs at Miracle House on 1500 Rose Avenue, City Code apartment repairs on Pleasant Valley Road; and more recently, affordable housing projects in Cypress and RiverPark.

The proposed program seeks to expand the City's youth training effort by enhancing the outcomes for youth participants, their families and the Oxnard community. The Oxnard YouthBuild program includes provision of work-based education using project-specific curriculum for youth participants in a school setting. These projects will specifically include affordable housing, neighborhood improvements, green construction and community greening projects. YouthBuild Grants are federal funds and their most effective utilization is best achieved through resource blending.

FINANCIAL IMPACT

Staff will return to City Council for required appropriations if the grant is awarded to the City.

EG/ae

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
SUBMITTAL OF APPLICATION FOR UNITED STATES DEPARTMENT OF LABOR
YOUTHBUILD GRANTS

WHEREAS, City Council Resolution No. 12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Recreation and Community Services Department has requested that City Council approve the submittal of an application to the United States Department of Labor for up to \$1.1 million in YouthBuild grant funds, to be used for expanding the City's youth training efforts through work-based education programs using project-specific curriculum for youth participants in a school setting.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for expanding the City's youth training efforts through work-based education programs using project-specific curriculum for youth participants in a school setting. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Recreation and Community Services Director or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk



Alan Holmberg, City Attorney

ATTACHMENT _____
PAGE _____ OF _____

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

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SUBMITTAL OF APPLICATION FOR UNITED STATES DEPARTMENT OF LABOR
YOUTHBUILD GRANTS

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PASSED AND ADOPTED this ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk



Alan Holmberg, City Attorney



Meeting Date: 3/19/13

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Karl Lawson Agenda Item No. I-4Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) Planning**DATE:** March 8, 2013**TO:** City Council**FROM:** William E. Wilkins, Housing Director [Signature]**SUBJECT:** CalHome Mortgage Assistance Program Funding Application**RECOMMENDATION**

That the City Council adopt a resolution authorizing the City Manager to (1) execute and submit an application to the California Department of Housing and Community Development (HCD) for \$1,000,000 under the CalHome Program; (2) if the application is granted, execute the Standard Agreement, and all other documents required by HCD for participation in the CalHome Program, as well as any amendments thereto as necessary and appropriate to pursue the funding application and obtain funding; (3) appropriate the required funds upon award of the grant; and (4) authorize the appropriation of \$10,000 annually from the General Fund to support ongoing costs of this program.

DISCUSSION

On January 22, 2013, HCD announced the availability of \$49 million under the CalHome General Program Funding – Notice of Funding Availability (NOFA). CalHome is one of the housing programs for which funds were approved by the voters with the passage of Proposition 1C in 2006.

This CalHome program will provide a grant to the City that will provide low-income first-time homebuyers with gap financing to assist them with down payment and closing costs. Buyers are required to maintain the property as their primary residence throughout the term of their loans.

Pursuant to the terms of the CalHome grant, the subsidy amount is capped at \$60,000 per property. Loans may only be used for gap financing, and only as necessary to provide affordable housing for first-time homebuyer mortgage assistance loans. The loan is a silent second, and the interest accrues at a rate of 3% per year. The term is 30 years. The loan principal and interest are due and payable at the end of the 30 year term or upon sale of the property, whichever occurs first. All proceeds go to the City to be reloaned to other low income buyers.

Staff projects that the \$1,000,000 grant could assist anywhere from 17 to approximately 40 first-time homebuyers, depending upon the amount of loan each family receives.

Affordable Housing and Rehabilitation Program division staff will administer the loan program. Activity Delivery funds will be available to offset direct costs related to processing of the loans; those amounts are counted against the maximum \$60,000 per property subsidy cap. Thus, the immediate costs associated with processing loan applications are recoverable from a portion of the grant proceeds.

In contrast, the long-range costs of monitoring the loans provided pursuant to the grant are not reimbursed by HCD, nor recoverable via the Activity Delivery fees. Every time a loan is provided to a first-time homebuyer, the City assumes a long-term monitoring and compliance obligation. Affordable Housing staff will be required to monitor and enforce compliance with the owner-occupancy requirements, resale restrictions, and all other obligations set forth in the Resale Restriction Agreement, for the next 30 years.

The CalHome grant does not provide any funding to cover the future cost of monitoring compliance or taking enforcement action. It is not possible to predict whether any particular loan will generate compliance issues in the future, and historically, most loans have not generated significant compliance issues. However, the City's experience with the current loan portfolio indicates that some compliance issues arise which consume significant staff time and legal resources, without any corresponding ability to utilize HCD or CalHome funding to cover the costs of monitoring and enforcing those compliance matters.

FINANCIAL IMPACT

There is no immediate financial impact associated with the filing of the application for the CalHome grant. If the City is successful in being awarded the grant, however, the City will incur certain costs. Staff estimates a \$10,000 cost monitoring, compliance and enforcement.

The immediate costs of receiving and processing applications from applicants for first-time homebuyer assistance will be incurred in FY 2013-14 and FY 2014-15. As indicated above, CalHome will allow the city to recapture Activity Delivery fees to reimburse the City for costs directly attributable to a specific grant application. There is, however, no provision under which the grant will provide funding to cover the City's monitoring, compliance, and enforcement costs over the next 30 years.

In the past, HOME and Community Development Block Grant (CDBG) funds have covered the ongoing cost of administering loan monitoring and compliance programs; however, with the continued reductions of these funds, it is anticipated that an annual General Fund appropriation of \$10,000 will be required.

Attachment No. 1 - Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO; ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM; AND APPROPRIATION OF FUNDS UPON AWARD OF GRANT

WHEREAS, the City of Oxnard, a political subdivision of the State of California wishes to apply for and receive an allocation of funds through the CalHome Program; and

WHEREAS, the California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding availability ("NOFA") for the CalHome program established by Health and Safety Code Section 50650 et seq. ("Program Statutes") and the California Code of Regulations Title 25 [25CCR], Division 1, Chapter 7, Subchapter 9, commencing with Section 7715 ("CalHome Program Regulations" also referred to as Regulations). Pursuant to the Program Statutes, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature in accordance with Proposition 1C, the Housing Emergency Shelter Trust Fund Act of 2006, to the CalHome program, subject to the terms and conditions of the Program Statutes and the CalHome Program Regulations adopted by HCD on April 4, 2004; and

WHEREAS, the City of Oxnard wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$1,000,000.

NOW THEREFORE, The City Council of the City of Oxnard hereby resolves as follows:

1. The City of Oxnard shall submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on January 22, 2013 which will request a funding allocation for the following activities:

First Time Homebuyer Mortgage Assistance Program, with a maximum of \$60,000 per participant.

2. If the application for funding is approved, the City of Oxnard hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. It also may execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

3. The City Council authorizes the City Manager to execute in the name of the City of Oxnard the application. The City Council also authorizes the City Manager or designee, the

Deputy City Manager and the Housing Director, to execute the Standard Agreement, and all other documents required by HCD for participation in the CalHome Program, and any amendments thereto and the Finance Director or designee to appropriate the required funds upon award of the grant.

PASSED AND ADOPTED THIS 19th day of March 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

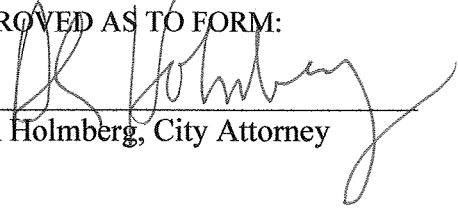
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney



Meeting Date: 03/19/13

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Anthony Emmert, Water Resources Manager Agenda Item No. I-5Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Police [Signature] Public Works [Signature]**DATE:** March 6, 2013**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works**SUBJECT:** Agreement A-7571 with G4S Secure Solutions (USA) Inc. to
Provide Security Services at Water Resources Division Facilities**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a three-year agreement with G4S Secure Solutions (USA) Inc., in an amount not to exceed \$750,000, to provide security services at the Water Campus, Water Blending Stations and Advanced Water Purification Facility (Agreement No. A-7571).

DISCUSSION

On December 17, 2012, the City's Purchasing Division and Water Resources Division sent out a competitive Request for Proposal (RFP) for security services at the Water Campus, Water Blending Stations and Advanced Water Purification Facility (AWPF). The RFP was published in the Ventura County Star, posted on the City's website, and mailed to forty-four (44) security firms with a closing bid date of January 30, 2013. The City held a mandatory pre-proposal meeting on January 7, 2013 and sixteen (16) firms attended. Nine (9) of the sixteen (16) firms responded with proposals.

The selection panel, which consisted of four (4) Water Resources Division staff and one (1) Police Department staff, reviewed and ranked the proposals according to the statements of qualifications. Selection criteria included the profile and experience of the firm and qualification of the staff. Based on these criteria, the panel recommended four (4) firms that ranked the highest. Of the four (4), G4S Secure Solutions (USA) Inc. (G4S) offered the lowest price. The Water Resources Division staff recommends that G4S be awarded the contract based on its high ranking determined by the review panel and the proposed compensation.

Protection of the City's drinking water supply from purposeful contamination and tampering is a high priority. In response to direction from the U.S. Department of Homeland Security (USDHS), the City conducted an evaluation of its water system and prepared a prioritized list of recommended security improvements. The Water Resources Division has worked to implement these security recommendations, including training staff, background checks of employees and contractors, improving perimeter fencing, installing area lighting, incorporating security cameras into all facilities,

**Agreement A-7751 with G4S Secure Solutions (USA) Inc. to
Provide Security Services at Water Resources Division Facilities**

March 6, 2013

Page 2

establishing a computerized access control system, initiating a visitor identification system, and utilizing a security firm to staff entry gates, perform site security checks and monitor video feed from security cameras. A recent audit by USDHS reaffirmed all prior recommendations.

Over the past several years, the Police and Public Works Departments have worked to develop a security program for City facilities, including Water Resources Division facilities. The two departments have worked to enhance the existing Police Department Security Operations Center, in order to facilitate future monitoring of security cameras at Water Resources Division facilities by Police staff. This facility is not yet capable of fulfilling this need on a twenty-four hours per day, seven days per week basis.

Additionally, the Development Services Department Traffic Engineering Division and Public Works Department Water Resources Division are exploring the potential of utilizing the future Traffic Management Center for monitoring the security cameras, as an alternative to the Security Operations Center. The three departments will continue to work together toward a fully capable and fully staffed Security Operations Center.

In order to maintain the required level of security for the City's drinking water facilities in the interim, the Water Resources Division requests to continue to employ a private security firm to monitor security cameras at Water Resources Division facilities, perform site security checks, and to staff the access control systems at the Water Campus, blending stations and new Advanced Water Purification Facility. The security staff will control visitor, contractor and vendor access to the sites, and will alert the Police Department should additional assistance be required.

The proposed Agreement will continue the security services of the current security contractor. The term of the Agreement is March 1, 2013 through February 28, 2016. The City may choose to terminate the Agreement at any time if the new Security Operations Center becomes fully operational and staffed, or should another option become available.

FINANCIAL IMPACT

The cost of the Agreement is estimated at \$250,000 per year, for a not to exceed total cost of \$750,000. Sufficient funds exist in the Water Quality and Cross Connection Control Fund 608 to cover the cost of the agreement.

Attachment #1 - Agreement No. A-7571

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/12)
Contract No. A-7571

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 1st day of March, 2013, by and between the City of Oxnard ("City") and G4S Secure Solutions (USA) Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Vendor shall provide security services for the following Water Resources Division facilities: Water Campus, 251 South Hayes Avenue; Blending Station No. 2, 1061 Richmond Avenue; Blending Station No. 3, 1700 Solar Drive; Blending Station No. 4, 3637 North Rose Avenue; Blending Station No. 5, 980 East Pleasant Valley Road; and Advanced Water Purification Facility, 5700 South Perkins Road as set forth in Exhibit A, attached hereto and included herein by reference.

2. Vendor shall provide such services according to the following schedules set out in Exhibit A. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on March 1, 2013, and shall end on February 28, 2016. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials. Vendor may terminate this Contract, with or without cause and without penalty, by providing thirty (30) days written notice to the City.

4. City shall pay Vendor an amount not to exceed \$750,000 for the security services at the rates set forth in Exhibit B, attached hereto and included herein by reference.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.37 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2013, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

6. a. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

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

7. a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-A, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A.

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this agreement.

8. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

9. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

11. This Agreement may be amended only by a written document signed by both City and Vendor.

12. Any notices to Vendor may be delivered personally or by mail addressed to: G4S Secure Solutions (USA) Inc., 4929 Wilshire Boulevard, Suite 601, Los Angeles, CA 90010, Attention: Keith Boles, General Manager. Any notices to City may be delivered personally or by mail addressed to: 305 West Third Street, Oxnard, CA 93030.

13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Maintenance and Inspection of Records

Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

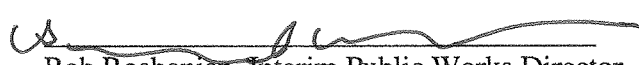
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

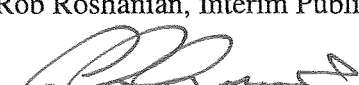


Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

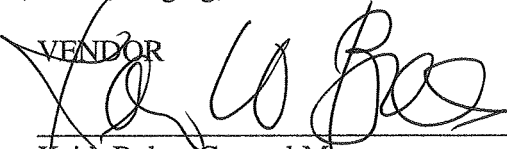


Rob Roshanian, Interim Public Works Director



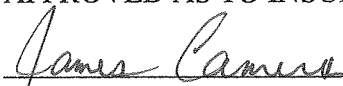
Anthony Emmert, Water Resources Manager

VENDOR



Keith Boles, General Manager

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

LIVING WAGE POLICY

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

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

EXHIBIT 1
Page 1 of 4

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT 1
Page 2 of 4

EXHIBIT A

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

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

EXHIBIT 1
Page 3 of 4

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2012**

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.37 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2013, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.
- e. The foregoing requirements are restated on page 1 and 2 of the Agreement for Trade Services.

**EXHIBIT 1
Page 4 of 4**

EXHIBIT A SCOPE OF SERVICES

GENERAL REQUIREMENTS

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services within the hours indicated by each schedule. These workers shall be thoroughly instructed by their supervisors as to required duties and methods of performance. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of the Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Use any City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire, or need of law enforcement (dial 911).
8. Open any desk, file cabinet or storage cabinet, except those designated by the City for purposes of business under this contract.

Employee Removal

The City reserves the right to reject any representative of the Vendor's work force. It shall be the Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Security

Only authorized employees of the Vendor are allowed in the facilities at any time.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of Quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Special Requests

The Vendor will be allowed to charge additional fees for special requests not specified under the contract. The City will notify Vendor to these special needs in writing.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

VENDOR RESPONSIBILITIES

Vendor shall provide to City the following security services:

Security Patrols

Twice daily (once at 7:00 p.m. and once between the hours of 12:00 a.m. and 6 a.m.), Vendor shall perform security patrols of the following Water Resources Division facilities: Water Campus, 251 South Hayes Avenue; Blending Station No. 2, 1061 Richmond Avenue; Blending Station No. 3, 1700 Solar Drive; Blending Station No. 4, 3637 North Rose Avenue; Blending Station No. 5, 980 East Pleasant Valley Road; and Advanced Water Purification Facility, 4.65-acre parcel located east of Perkins Road and north of railroad line.

Vendor security patrols will include visual inspections of each facility and on-site vehicles, and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

Water Campus Gate Security

From 6:30 a.m. to 6:30 p.m., Monday through Friday, and on-call as determined by the Water Resources Manager, Vendor shall provide security service at the Water Campus main gate entrance to include: identify each visitor and issue visitor passes; notify appropriate City staff when visitors arrive at main gate entrance, direct visitors to the appropriate location, and receive incoming deliveries.

After-Hours Water Campus Security

From 6:30 p.m. to 6:30 a.m., daily, Vendor shall provide security service to the entire Water Campus, to include physical monitoring of the facility and monitoring of security cameras, vehicles, and equipment. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

Vendor Responsibilities:

1. Vendor shall maintain a daily post log noting exceptional events and observations and provide copies to City.
2. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
4. Each security officer and supervisor assigned to this project must be able to speak, read and write in English.
5. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.
6. City reserves the right to reject Vendor employees from this project with or without cause.

Regulations:

Vendor shall comply with the following private patrol operator regulations:

1. Badges/Insignia
 - a. The Water Resources Manager or designee may prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person. The design of the badge or insignia shall not be an imitation of, resemble, or may readily be mistaken as a badge or insignia of local, county, state, or federal law enforcement officers. The badge or insignia must comply with the provisions of the California Business and Professions Code.
2. Uniforms
 - a. No patrol person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, county, state, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.

- b. No patrol person shall wear or be required to wear a uniform shirt that is similar to, or may be mistaken for the uniform shirt of local, county, state, or federal law enforcement agency. Shirt colors specifically prohibited are black, dark blue, navy blue, French blue, khaki (yellowish-brown), or a similar color or hue.
- c. When a patrol person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that reads "private security" and will include the name of the private patrol company by which the person is employed, or which the person represents. A badge or cloth patch will be affixed on the upper left breast of the uniform and shall have clearly visible the words "PRIVATE SECURITY".

3. Vehicles

- a. Private patrol operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.
- b. The Private Patrol Operator license number, prefaced with the letters "PPO", will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.
- c. Any vehicle used for private patrol use must be marked permanently with the words "Private Security" or "Security Patrol" on the rear and both sides of the vehicle.
- d. Any required vehicle lettering pursuant to this section shall:
 - i. Consist of a standard sans-serif font with characters no smaller than two inches in height.
 - ii. The lettering must be in a high contrast color with the background color where affixed.

Reports of Violations of Laws:

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

**EXHIBIT B
SCHEDULE OF FEES**

ITEM NO.	CITY SECURITY GUARD SERVICES	COST PER HOUR
1	Security Patrol Services, Per Patrol Unit (1 Guard)	\$ 22.09
2	Guard Services, Per Patrol Unit (1 Guard)	\$ 22.09
3	Holiday Weekend Guard Services, Per Patrol Unit (1 Guard)	\$ 30.93
4	Additional Security Guard Personnel	\$ 30.93*

* G4S will bill a short notice request of less than 24 hours at the at the “additional security guard” rate. When given more than 24 hours notice, G4S will bill the standard rate of \$22.09.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7571
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

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: Risk Manager
Reference No. A-7571
300 W. Third Street, Suite 302
Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

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

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

☐ 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:

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

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. **A-7571**

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Lou Balderrama, City Engineer Agenda Item No. I-6

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works [Signature]

DATE: March 6, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: Second Amendment to the Consulting Agreement with Carollo Engineers, Inc. for the Hueneme Road Recycled Water Pipeline Project Phase I

RECOMMENDATION

That City Council ratify the Second Amendment to the Consulting Services Agreement with Carollo Engineers, Inc. (Agreement No. A-7338) to increase the total by \$582,155 for a total of \$4,496,028 and extend the expiration date to July 31, 2014.

DISCUSSION

On July 27, 2010, the City Council approved the Agreement with Carollo Engineers, Inc. (Carollo) for the design of recycled water pipeline and retrofit projects, primarily within the existing city limits. The recent increase in demand for recycled water for agricultural customers in the southeast sector of the City and east of the City limits has shifted the focus of needed projects from the west and north areas to the southeast Hueneme Road Recycled Water Pipeline Project. The increased demand from the agricultural customers will allow the City to operate the newly constructed Advanced Water Purification Facility (AWPF) more efficiently. Constructing one large recycled water pipeline on Hueneme Road to serve a few high water demand agricultural customers is much more cost-effective than constructing many smaller pipelines to new small demand recycled water customers throughout the City. This shift necessitated a change to the engineering services being provided by Carollo.

Additionally, City staff is designing a portion of the Hueneme Road pipeline, thereby reducing the need for Carollo's design services, but increasing the need for construction services. The City Council approved a First Amendment with Carollo to delete some of the design services and reduced the total agreement by \$886,444. Staff, at that time, was not in a position to determine how much of the design reduction would need to be shifted to the construction services.

This Second Amendment increases the total by \$582,155 for Construction Management Services. The services proposed in the Second Amendment provide the technical resources to properly manage the Hueneme Road Recycled Water Pipeline Phase I Project currently under construction. The engineering services include: construction management, field engineering, inspection, survey, contract

Second Amendment to the Consulting Agreement with Carollo Engineers, Inc. for the Recycled Water Retrofit Project

March 6, 2013

Page 2

administration, testing, post construction services, and quality control/management. As construction was already underway and as critical issues needed to be dealt with immediately, staff sought the ratification process versus waiting for the conventional process.

FINANCIAL IMPACT

The Hueneme Road Recycled Water Pipeline Project Phase I is a planned component of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program. The amount of \$582,155 for construction services to be provided by Carollo Engineers is funded by the 2010 Series Water Revenue Bonds and by a Federal Grant from the Bureau of Reclamation Title XVI.

Attachment #1 - Second Amendment to Agreement No. A-7338

G:\AdminSvcs\Agenda Items\FY 2012-2013\2013-03\Carollo Engineers Second Amendment\Staff Report - Agree A-7338 (A2) with Carollo Engineers.doc

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of February, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Carollo Engineers, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on July 27, 2010, by City and Carollo Engineers, Inc. The Agreement previously has been amended on July 31, 2012, by a First Amendment.

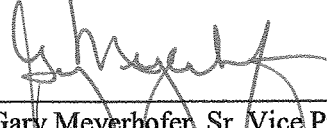
City and Consultant agree as follows:

1. In Section 14a of the Agreement, the figure "\$3,913,873" is deleted and replaced with the figure "\$4,496,028."
2. In Section 12 of the Agreement, the date "July 31, 2013" is deleted and replaced with the date "July 31, 2014."
3. Exhibit A and A1 are supplemented by Exhibit A2, attached hereto, and incorporated herein by reference.
4. Consultant agrees that the execution of this Second Amendment by the City and the performance of the obligations hereunder by either party shall not be construed as and are not a waiver of any claims City may now have or which may have against Consultant related to the Agreement or the project described in the Agreement. All such claims and potential claims are expressly reserved by the City.
5. This Amendment is being processed under the expedited Agreement approval procedures provided for in the City Council Resolution 13,932 and is subject to later ratification at the Council's next regular meeting. Should this Amendment not be ratified by City Council, work under this Amendment shall be immediately terminated.
6. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD



CONSULTANT

 3/13/13

Gary Meyerhofer, Sr. Vice President
Carollo Engineers, Inc.

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director

APPROVED AS TO AMOUNT:



Karen R. Burnham, Interim City Manager



Lou Balderrama, City Engineer

RATIFIED

CITY OF OXNARD:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

EXHIBIT A2
City of Oxnard
Recycled Water Retrofit Program
Design Contract Amendment

SCOPE OF WORK

Task 4 ENGINEERING SERVICES DURING CONSTRUCTION (INCREASE BY \$582,155)

Add Subtask 4.1.6 – Construction Management – Manage Hueneme Road Recycled Water Pipeline Phase I Project including: construction management, field engineering, inspection, survey, contract administration, testing, post construction services, and quality management

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Ralph Alamillo *RA*Agenda Item No. 0-1Reviewed By: City Manager *JLB*City Attorney *MA*Finance *J.C.*

Other (Specify) _____

DATE: February 27, 2013**TO:** City Council**FROM:** Michael Henderson, General Services Superintendent
City Manager Department *MHA***SUBJECT:** Approval of Fifth Amendment to Agreement No. 4919-09-CM to Testing Engineers Vertical V, Inc. dba BTC Labs-Vertical V for On-Call Soils and Materials Testing Services**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the Fifth Amendment to Agreement 4919-09-CM to increase the amount by \$250,000 for a total of \$750,000 for on-call soils and materials testing services provided by Testing Engineers Vertical V, Inc. dba BTC Labs-Vertical V.

DISCUSSION

It was determined that many projects within the City required the services of a soils & material testing and inspection services firm to allow both construction work on projects and internal design to progress uninterrupted when the City must provide for these types of inspections, potholing and testing. In 2009 the City General Services Division issued an RFP to select an on-call soils & material testing service for the City. The City received and reviewed fifteen firms and Testing Engineers Vertical V, Inc. dba BTC Labs-Vertical V was one of the firms selected. A multi-year agreement with options to renew and a first term not to exceed \$75,000 amount was issued to them in October, 2009. Additional dollar amounts have been added with a first, second, third and a fourth amendment that added \$425,000 for a current total allowed to spend of \$500,000; as well as exercise the multi-year options to renew. There are in-house projects in design and others where construction will be starting and require the use of their services and Task Order commitments now use \$483,459.25 of the allowed \$500,000; leaving only \$41,823.25 available for future Task Order assignments. This Fifth Amendment is being issued to increase the current agreement by \$250,000 to raise the not to exceed amount from \$500,000 to \$750,000 to insure the vital work of testing and inspections on projects in design or under construction are not stopped or delayed through the remainder of this agreement term. This agreement is a multi-year agreement providing options to renew including recognized allowable rate increases. One increase was accepted in 2011 through the remainder of the life of the agreement that expires in October, 2013.

The listed projects that still need to make use of these services but have not had Task Orders assigned because the allowable range of spending under this current agreement would be exceeded are: Del Norte Blvd. Improvements, Ventura Blvd. Street Improvements and Effluent Sampling Facility all of

The listed projects that still need to make use of these services but have not had Task Orders assigned because the allowable range of spending under this current agreement would be exceeded are: Del Norte Blvd. Improvements, Ventura Blvd. Street Improvements and Effluent Sampling Facility all of which are currently out for public bid. Hueneme Rd. widening and Hueneme Rd. Recycled Water Pipeline, Ph.2 are in design. The estimated total cost of these Task Orders, if they are assigned would be \$340,000. This is not the only firm that provides these services and some of this work will be assigned to the second firm, Leighton Consulting Group. As the current agreements for these services expire in October, 2013, a request to conduct a new RFP will be issued within the next few months to allow staff to get new agreements in place for these on-call services. Multiple firms are chosen to allow for the services to not be concentrated with any one firm.

FINANCIAL IMPACT

This is a City wide use agreement and funds are allocated by various departments for the services on a project by project basis. This agreement is a multi-year agreement with options to renew and been in place since 2009. There are allowable rate increases within the agreement and one increase was accepted in 2011. Those rates are in effect for the remaining life of the agreement that expires in October, 2013.

MH/pcf

- Attachment #1 - Fifth Amendment
#2 - Fourth Amendment
#3 - Third Amendment
#4 - Second Amendment
#5 - First Amendment
#6 - Original Agreement
#7 – Task Order Log of Work Assignments
#8 – Future Projects that will Require Services

FIFTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Fifth Amendment ("Fifth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 26th day of February, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Testing Engineers Vertical V, Inc. dba BTC Labs-Vertical V ("Consultant"). This Fifth Amendment amends the Agreement entered into on October 19, 2009, by City and Consultant. The Agreement previously has been amended on July 12, 2010, by a First Amendment and on October 19, 2010, by a Second Amendment and on October 19, 2011 by a Third Amendment and on March 6, 2012 by a Fourth Amendment.

City and Consultant agree as follows:

1. In Section 14 of the Agreement, the figure "\$500,000" is deleted and replaced with the figure "750,000".
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD.

CONSULTANT: Testing Engineers Vertical,
Inc. dba BTC Labs-Vertical V

Tim Flynn, Mayor

D. Scott Moors, PG, CEG, CHG

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Alan Holmberg, City Attorney

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

Michael Henderson, Superintendent
CM General Services

Karen Burnham, Interim City Manager

ATTACHMENT NO. 1

PAGE 1 OF 1

FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Fourth Amendment ("Fourth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of March, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Testing Engineers Vertical V, Inc. dba BTC Labs-Vertical V ("Consultant"). This Fourth Amendment amends the Agreement entered into on October 19, 2009, by City and Consultant. The Agreement previously has been amended on July 12, 2010, by a First Amendment and on October 19, 2010, by a Second Amendment and by a Third Amendment on October 19, 2011.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the phrase "will expire on October 19, 2012" is deleted and replaced with the phrase "will expire on October 19, 2013".
2. In Section 14 of the Agreement, the figure "\$300,000" is deleted and replaced with the figure "\$500,000".
3. As so amended, the Agreement remains in full force and effect.

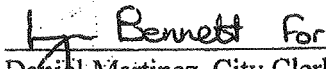
CITY OF OXNARD

CONSULTANT: Testing Engineers Vertical,
Inc. dba BTC Labs-Vertical V

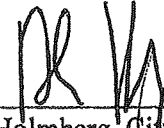

Dr. Thomas E. Holden, Mayor


D. Scott Moors, PG, CEG, CHG

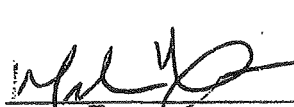
ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:


James Cameron, Risk Manager

APPROVED AS TO CONTENT:


Michael Henderson, Superintendent
CM General Services

APPROVED AS TO AMOUNT:


Karen Burnham, Interim City Manager

COUNCIL APPROVAL
DATE 3-20-12 AGENDA # I-2,

ATTACHMENT NO. 2

PAGE 1 OF 1

THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of October, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Vertical V-Testing Engineers, Inc. dba BTC Vertical V ("Consultant"). This Third Amendment amends the Agreement entered into on October 19, 2009, by City and Consultant. The Agreement previously has been amended on July 12, 2010, by a First Amendment and on October 19, 2010, by a Second Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the phrase "will expire on October 19, 2011" is deleted and replaced with the phrase "will expire on October 19, 2012".
2. In Section 14 of the Agreement, the figure "\$225,000" is deleted and replaced with the figure "\$300,000".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD


Dr. Thomas E. Holden, Mayor

CONSULTANT:


D. Scott Moors, PG, CEG, CHg

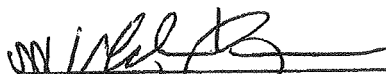
ATTEST:


Daniel Martinez, City Clerk

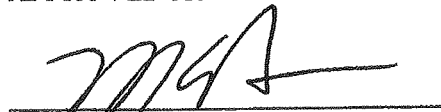
APPROVED AS TO FORM:


Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:


James Cameron, Risk Manager

APPROVED AS TO CONTENT:


Michael Henderson, Superintendent
General Services

APPROVED AS TO AMOUNT:


Edmund F. Sotelo, City Manager

COUNCIL APPROVAL

DATE: 10-18-11 AGENDA # 7-6

ATTACHMENT NO. 3

PAGE 1 OF 1

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

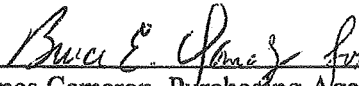
This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of October, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Vertical V-Testing Engineers, Inc. dba BTC Vertical V ("Consultant"). This Second Amendment amends the Agreement entered into on October 19, 2009, by City and Consultant. The Agreement previously has been amended on July 12, 2010, by a First Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the phrase "will expire on October 19, 2010" is deleted and replaced with the phrase "will expire on October 19, 2011".
2. In Section 14 of the Agreement, the figure "\$150,000" is deleted and replaced with the figure "\$225,000".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

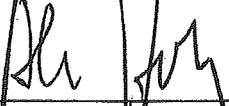
CONSULTANT:


James Cameron, Purchasing Agent


D. Scott Moors, PG, CEG, CHG

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

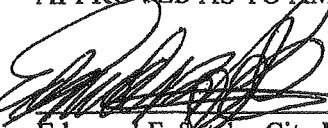

Alan Holmberg, City Attorney


James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:


Michael Henderson, Superintendent
General Services


Edmund F. Sotelo, City Manager

ATTACHMENT NO. 4
PAGE 1 OF 1

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
AND ASSIGNMENT OF AGREEMENT**

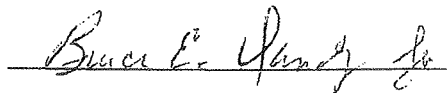
This First Amendment ("First Amendment") to the Agreement for Consultant Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of July, 2010, by and between the City of Oxnard, a municipal corporation ("City"), Bureau Veritas North American, Inc. ("Bureau Veritas") and Vertical V-Testing Engineers, Inc. dba BTC Vertical V ("Vertical V"). Bureau Veritas has merged with and into its present company Vertical V. This First Amendment amends the Agreement entered into on October 19, 2010, by City and Bureau Veritas and is an assignment thereof.

City, Bureau Veritas and Vertical V agree as follows:

1. In Section 14 of the Agreement, the amount not to exceed "\$75,000" is deleted and replaced with "\$150,000".
2. Bureau Veritas hereby assigns the Agreement to Vertical V, Vertical V accepts the assignment, and the City consents to the assignment.
3. As so amended, the Agreement remains in full force and effect.

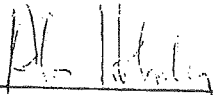
CITY OF OXNARD

VERTICAL V – TESTING ENGINEERS,
INC. d/b/a BTC VERTICAL V


James Cameron, Purchasing Agent


D. Scott Moors, PG, CEG, CHG

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED BY DEPARTMENT AS TO CONTENT TO AMOUNT:

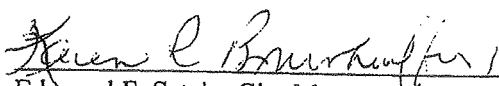


Ralph Alamillo, Project Manager
General Services



Michael Henderson, Superintendent
/Purchasing Agent General Services

APPROVED AS TO AMOUNT:



Edmund F. Sotelo, City Manager

Agreement No. 4919-09-CM

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of October, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and Bureau Veritas North America, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein as Geotechnical Services, Soils and Material Testing and other supplemental professional laboratory services as set forth in Exhibit A.

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services for General On-Call Geotechnical Soils and Material Testing and Laboratory Services, as more particularly the City will request and assign work scopes as per Exhibit A as such work becomes available and each of these assignments are incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein, including the use of Subconsultants.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with the City Manager or designated Department Director ("Manager") and shall be performed under the general direction of the City Manager or Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates D. Scott Moors as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall have an initial term beginning on October 19, 2009, and will expire on October 19, 2010. The City may exercise an option to extend the Agreement for three (3) additional one-year terms for this on-call service with a final expiration date of October 30, 2013. City may exercise the option by notifying Consultant in writing any time prior to the expiration of the term then in effect.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant for the initial period of the agreement in an amount not to exceed \$ 75,000 for services provided under this Agreement at rates provided in Fee Schedule -Exhibit B attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for 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 Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

22. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

Consultant shall promptly inform Manager of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to:
Bureau Veritas North America, Inc.
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: D. Scott Moors, PG, CEG, CHg

b. Any notices to City may be delivered personally or by mail addressed to:
City of Oxnard, General Services
1060 Pacific Ave., Bldg. 3
Oxnard, California 93030
Attention: Patricia Friend

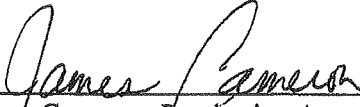
41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and Consultant.

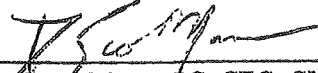
42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD


James Cameron, Purchasing Agent

CONSULTANT


Dr. Scott Moors, PG, CEG, CHg
Bureau Veritas North America, Inc.

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

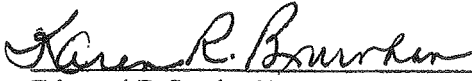

James Cameron, Risk Manager

APPROVED BY DEPARTMENT AS TO CONTENT AND AMOUNT:


Ralph Alamillo, Project Manager
General Services


Michael Henderson, Superintendent
/Purchasing Agent General Services

APPROVED AS TO AMOUNT:


Edmund F. Sotelo, City Manager

Scope of Work

Working with the City's Project Manager or Public Works Inspector, Bureau Veritas provides the requisite resources and quality systems to ensure an effective project Quality Assurance and Quality Control program. Capitalizing on our extensive experience with local public works and infrastructure projects, we have developed effective quality systems for managing all phases of inspection and testing projects with a focus on achieving a smooth and efficient project closeout:

- Project Setup
- Dispatch Requests
- Report Log-in and QC Review
- Laboratory Testing & Reporting
- Project Management
- Prevailing Wage Compliance

Ideally, our project dispatch, inspection, and reporting procedures are reviewed with the project team at a Pre-Construction Meeting. Tests and inspections should be completed in conformance with the project specifications and City Building Code. Where applicable, we coordinate inspection and testing through the Project Inspector. Requests for inspector and technician dispatches are typically received from the Project Manager/Inspector and our field personnel should check-in and check-out with the PI on a daily basis.

Geotechnical Studies: The typical scope of services for a geotechnical study begins with a thorough understanding of the City's objectives and project constraints. Based upon that understanding, often developed in a meeting with City personnel, a scope of work is developed that includes the following:

- **Project Planning:** Site reconnaissance, review available geotechnical data from published maps and City files, mark exploration (boring) locations for utility clearance. Coordinate subcontractors (drillers).
- **Field Exploration:** Typically including soil borings, either hand auger (if less than ~8 feet) or drill rig. The purpose of the field exploration is typically to obtain subsurface data and samples for laboratory testing that will be required to develop cost effective geotechnical recommendations for the project development. Exploration commonly entails encroachment permits, traffic control, and patch and repair of pavement surfaces.
- **Laboratory Testing:** Perform laboratory testing to evaluate the engineering properties of the foundations system bearing materials.
- **Engineering Analysis:** Evaluate the field and laboratory data to provide cogent recommendations for the development of the proposed project.
- **Reporting:** Present the study finding in a concise and clear report.
- **Meetings:** Occasionally, additional project meetings are appropriate to refine the project scope and understanding, and communicate preliminary findings or summarize the final report.

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Labor Hours

During our fifty years of local geotechnical and materials testing, we have performed dozens of projects for the City of Oxnard covering a wide range of services including:

- + Geotechnical Studies
- + Environmental Assessments
- + Construction Inspection
- + Materials Testing
- + Public Works Inspections
- + Failure Analysis

The labor hours required for any project is highly dependant upon the nature of the proposed development and the site constraints. A typical geotechnical study conducted for a water line improvement may include the following tasks:

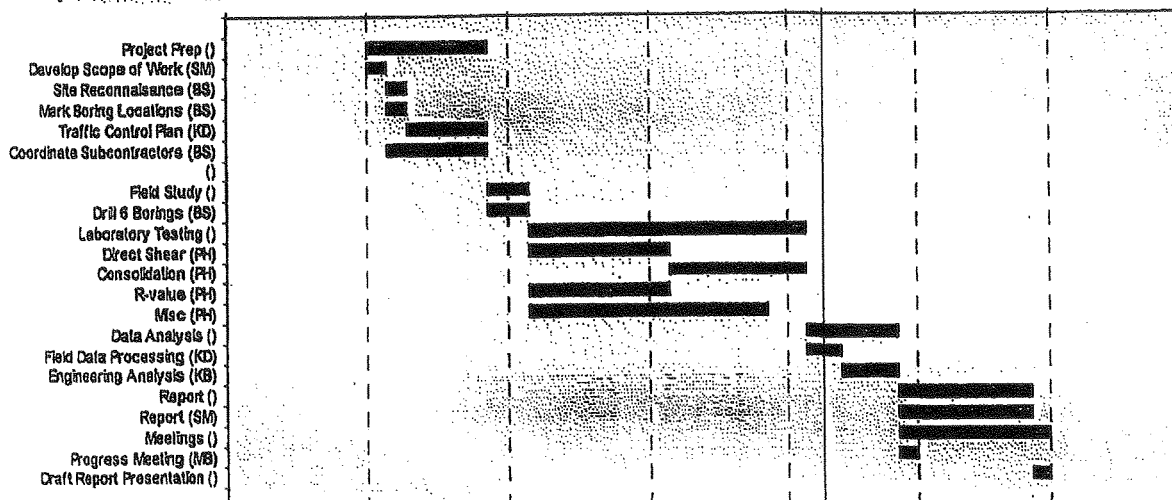
Task	Est. Schedule (Work Days)	Labor Hours
Task 1: Project Preparation	5	6
Task 2: Field Exploration (assume 6 borings)	2	18
Task 3: Laboratory Testing (unit billed)	12	--
Task 4: Engineering Analysis	3	8
Task 5: Report	3	8
Task 6: Project Management	--	2
TOTAL	25	42

Schedule

As requested in the City's RFP, a preliminary schedule and timeline is presented below showing typical activity and duration for each standard task required the projects described above. The schedule shows approximate typical timing for reaching milestones when doing this type of site sample taking and laboratory testing and reporting.

Project Schedules 8/25/09

9/21/09



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EXHIBIT A
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EXHIBIT B

Schedule of Fees and Services

Professional Engineering Staff

1	Principal Engineering/Geologist	\$110.00
2	Senior Engineer/Geologist /Architect	\$95.00
3	Project Engineering/Geologist/Architect	\$95.00
4	Environmental Consultant/Registered Environment Assesor	\$95.00
5	Staff Engineer/Geologist/Architect	\$85.00
6	Environmental Specialist	\$85.00
7	Environmental Technician	\$85.00
8	Roofing/Waterproofing Inspector	\$85.00
9	Roofing/Waterproofing Consultant	Quote
10	Laboratory Technician	\$75.00

Inspection Services & Quality Control

11	Pile Driving Inspector/Deep Foundation Inspector	\$78.00
12	Senior Soil Technician includes nuclear gauge or mobile laboratory	\$78.00
13	Soils Technician II includes nuclear gauge or mobile laboratory	\$75.00
14	Mechanical/Electrical Inspector	\$80.00
15	Registered Special Inspector (concrete, masonry, welding, pre-stress, fireproofing)	\$75.00
16	Shop Fabrication Inspection (Within California)	Quote
17	Shop Fabrication Inspection (Outside California)	Quote
18	Field Technician (ACI/Soil)	\$74.00
19	Concrete Technician (ACI)	\$74.00
20	Inspector of Record/DSA/OSHPD Inspector	Quote
21	Quality Control Representative	Quote
22	Submittal Reviewer	Quote
23	Prevailing Wage Site Work	Quote
24	QC Plan Preparation	Quote

Non-Destructive Testing Services

25	Non-Destructive Testing Inspector (Ultrasonic, magnetic particle, dye penetrate)	\$82.50
26	Metallic Surface Coatings (Paint or Itumescescent Fireproofing)	Quote
27	Radiographic (low power portable and laboratory available)	Quote
28		

Special Services

30	Coring/Sawing Operator & Equipment (1-man crew)	\$85.00
31	Coring/Sawing Operator & Equipment (2-man crew)	\$110.00
32	Floor Flatness (includes reports and registered engineering certification)	\$95.00
33	Mobilization/Demobilization - flat rate	\$100.00
34	Reinforcing Steel Location	\$95.00
35	Anchor Pull Tests - up to 30 tons	\$95.00
36	Glue Lamination Inspection	Quote
37	Batch Plant Inspector	\$74.00
38	Procedure Qualification per AWS, ASME, or Military Standards	Quote

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EXHIBIT B
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Support Services

39	Certificate of Completion	\$350.00
40	Draftsman	\$60.00
41	Express Mail (FEDEX/UPS) (minimum)	\$30.00
42	Facsimile (each page)	\$1.00
43	File Search, re-issue of report, copies (minimum)	\$50.00
44	Review of Files for processing Affidavits and Certification	\$45.00
45	Word Processor/Secretarial	\$45.00
46	Sample Pickup	\$50.00

Court Appearance and Depositions

47	Senior Professional Preparatory, Deposition or Testimony	\$165.00
48	Travel & Expense	No Cost
49	Evidence Storage (per month)	\$50.00

Soils

50	California Bearing Ratio (CBR), Includes maximum density	
51	curve	\$360.00
	Cement Treated Base, Laboratory Design - Soil Cement, Each	
52	Set	\$435.00
53	Cement Treated Base, Sample Fabrication (Set of 3)	\$120.00
54	Cement Treated Base - Compression	\$25.00
55	Chloride Content of Soil	\$68.00
56	Conductivity	\$35.00
57	Consolidation - Per Point	\$65.00
58	Direct Shear Test	\$195.00
59	Expansion Index	\$131.00
60	Hydrometer Analysis (Fine Grade)	\$100.00
61	Hydrometer Analysis with coarse & fine grade	\$230.00
62	Laboratory Compaction Test (Moisture Density-Each Curve)	\$190.00
63	Laboratory Compaction Test Requiring Rock Correction	\$225.00
64	Moisture Content	\$20.00
65	Plasticity Index/Liquid Limit/Atterburg Limits	\$100.00
66	Permeability Test - Constant Head:	
67	Fine Grained Soil	\$210.00
68	Granular Soil	\$350.00
69	Other	Quote
70	R - Value (Minimum 3 pts.)	\$225.00
71	Resistivity and pH of Soil	\$131.00
72	Sand Equivalent	\$95.00
73	Sodium Sulfate Soundness (Per Size Fraction)	\$70.00
74	Soil Classification w/Atterburg & Gradation	\$245.00
75	Sulphate Content of Soil	\$80.00

Aggregates

76	Absorption Test, Coarse Aggregate	\$25.00
77	Absorption Test, Fine Aggregate	\$25.00
	Aggregate Conformance Testing for State of California Projects	
	(includes, sieve analysis, specific gravity, No. 200 wash, organic impurities,	
78	unit weight)	\$210.00
79	Clay Lumps and Friable Particles	\$85.00
80	Cleanliness Value	\$70.00
81	Crushed Particles, Percent	\$100.00
82	Durability Index, Coarse Aggregate	\$95.00
83	Durability Index, Fine Aggregate	\$70.00
84	LA Rattler	\$150.00
85	Mortar making properties of fine aggregates	\$225.00
86	Organic Impurities in Sand	\$45.00
87	Sieve Analysis (Gradation), Coarse Aggregate	\$50.00
88	Sieve Analysis (Gradation), Fine Aggregate (Including Wash)	\$75.00

ATTACHMENT 6
EXHIBIT B
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89	Soundness of Aggregates by Sulfates	\$50.00
90	Specific Gravity, Fine Aggregate	\$50.00
91	Specific Gravity, Coarse Aggregate	\$40.00
92	Unit Weight Per Cubic Foot, Voids in Aggregate	\$50.00

Asphalt Concrete

93	Asphalt Mix Design	Quote
94	Asphalt Mix Design Review	\$135.00
95	Bitumen	\$75.00
96	Extraction, % Asphalt (including gradation)	\$130.00
97	Field Mix-HVEEM-Stability per Point	\$110.00
98	Field Mix-MARSHALL-Stability per Point	\$110.00
99	Film Stripping	\$65.00
100	Hveem Stability & Unit Weight	\$150.00
101	Marshall Stability Flow & Unit Weight (Three Specimens)	\$125.00
102	Maximum Theoretical Unit Weight (Rice Specific Gravity)	\$80.00
103	Percent Swell	\$80.00
104	Preparation of Bituminous Mixture	\$30.00
105	Stabilometer Value of Bituminous Mixture	\$80.00
106	Unit Weight Compacted Sample or Core (Bulk Specific)	\$50.00
107	Unit Weight Sample Requiring Compaction	\$115.00

Concrete

108	Cement Testing Compression (Cubes)	Quote
109	Compression Tests 6 x 12 Cylinder	\$17.00
	Compression Tests, Gunite/Shotcrete Panels, 3 Cut Cores per	
110	Panel (Set)	\$140.00
111	Compression Tests, Cores (Includes Sample Preparation)	\$35.00
112	Compression Tests Lightweight Concrete Fill	\$30.00
113	Concrete Flexural Test 6 x 6 x 18	\$40.00
114	Concrete Mix Design (Includes Aggregate Testing)	\$280.00
115	Concrete Mix Design (Revision or Review)	\$125.00
116	Drying Shrinkage (3 Specimens - 28 Days)	\$190.00
117	Gunite Panel, 3 Cores	\$180.00
118	Gunite Panel, 4 Cores	\$210.00
119	Modulus of Elasticity, Static	\$78.00
120	Splitting Strength Test	\$50.00
	Trial Batch, Includes Mix Design, Aggregate Testing & Six	
121	Compression Tests	\$525.00
122	Unit Weight, Lightweight Concrete Fill	\$30.00

Masonry

123	Absorption Test, Brick 7 day (per block, 3 blocks minimum)	\$40.00
124	Absorption Test, Brick 24-Hour Submersion	\$25.00
125	Absorption Test, Brick 5-Hour Boiling	\$40.00
126	Composite Prism (under 400,000 lbs), Half Size 8 x 16 x 8	\$125.00
127	Composite Prism (under 400,000 lbs), Full Size 8 x 16 x 16	\$225.00
128	Compression Test, Brick	\$30.00
129	Compression Test Blocks Larger than 8 x 8 x 16	\$40.00
130	Compression Test, Blocks Less than or equal to 8 x 8 x 16	\$35.00
131	Compression Test Grout	\$25.00
132	Compression Test Mortar 2 x 4 Cylinder UBC	\$25.00
133	Conformance Package	\$350.00
134	Efflorescence, Block with Mortar	\$40.00
135	Efflorescence, Block/Brick Only	\$30.00
136	In-Place Shear Test (per test)	\$80.00
137	Linear Shrinkage	\$98.00
138	Modulus of Rupture, Brick	\$30.00
139	Moisture as Received, Brick	\$25.00

ATTACHMENT 6
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140	Saturation Co-Efficient (Includes Absorption) Brick	\$40.00
141	Shear Test (excludes sample preparation)	\$85.00
142	Compression Test Cores (includes sample preparation)	\$40.00
143	Unit Weight & Absorption, Block	\$40.00

Steel

	High Strength Bolt, Nut & Washer Conformance (Wedge	
144	Tensile, Proof Load, Hardness)	\$100.00
145	Mechanical Tests, Hardness Test, Rockwell	\$50.00
146	Prestressed Steel, Tensile Test, Strand (7 wire)	\$90.00
147	Reinforcing Steel, Tensile Test-No. 11 Bars & Smaller	\$30.00
148	Reinforcing Steel, Tensile Test-No. 14 Bars & Larger	\$50.00
149	Reinforcing Steel, Bend Test-No. 11 Bars & Smaller	\$45.00
150	Mechanically Spliced Reinforcing Steel	\$80.00
151	Fireproofing Density Tests	\$70.00
152	Fireproofing Adhesion/Cohesion Tests	
153	Structural Steel, Tensile Test - Up to 200, 000 lbs.	\$40.00
154	Structural Steel, Bend Test	\$30.00
155	Structural Steel, Pipe Flattening Test	\$30.00
156	Welded Specimens, Tensile Test - No. 11 Bars & Smaller	\$32.00
157	Welded Specimens, Tensile Test - No. 14 (To min. Require Only)	\$60.00
158	Welded Specimens, Tensile Test - No. 18 (To min. Require Only)	\$80.00
159	Welded Specimens, Tensile Testing - Mechanically Spliced Bar	\$80.00

Roofing

160	Asbestos Evaluation (per ply)	\$40.00
161	Asphalt Softening Point	\$150.00
162	Roofing Material Analysis, With Surfacing	\$450.00
163	Roofing Material Analysis, Without Surfacing	\$225.00
164	Roofing Tile, Absorption (set of 5)	\$150.00
165	Roofing Tile, Strength Test (set of 5)	\$150.00

Welding Certification

166	American Welding Society (AWS D1.1)	
167	Limited Thickness Plate (per position)	\$200.00
168	Unlimited Thickness Plate (per position)	\$230.00
169	Pipe (per position)	\$230.00
170	American Welding Society (AWS D1.4)	
171	Bar Sizes #3 through #9 (each)	\$200.00
172	Bar Sizes #10 through #11 (each)	\$230.00
173	Bar Sizes #14 through #18 (each)	\$230.00
174	American Society of Mechanical Engineers (ASME)	
175	Plate or Pipe Procedure Qualification (each)	\$550.00
176	Plate or Pipe Welder Qualification (each)	\$550.00
177	American Welding Society (ASW D1.3)	
178	Light Gauge Metal (includes butt and plug weld)	\$180.00
179	Procedure Qualification per AWS, ASME or Military Standards	Quote
180	Fillet Weld Test (Break and Etch Test)	\$180.00
181	Fillet Weld Test Plates	\$30.00
182	Ultrasonic Testing of Weld Coupons	\$90.00
183	Witness time, If Required	\$55.00

*NO MINIMUM CHARGES WILL APPLY ONLY THE RATES AS SHOWN
ON THIS SCHEDULE OR BY QUOTE.

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Agreement #	Task No.	Spec. #	Title of Project	Project #	PO #	Amount	Account. #	Amendments	Amt.	Dates	Paid to Date	Invoice		
Vertical V- BTC Labs-Vertical V (16939)			ON-CALL SOILS & MATERIAL TESTING		3586	\$75,000.00	1st Term of Agreement Dollar Amount							
						\$150,000.00	Total Allowed	1st Amendment						
						\$225,000.00	Total Allowed	2nd Amendment						
						\$300,000.00	Total Allowed	3rd Amendment						
						\$500,000.00	Total Allowed	4th Amendment						
							Expires 10-19-2013							
4919-09-CM	# 1	GS09-02	RiverRidge GolfCourse Mnt.Site Surcharge	026901	3586	\$5,750.00	219-5133-826-8602		\$ 3,778.00	2/18/2010		1070956		
									\$ 1,272.00	4/19/2010		126		
									\$ 2,341.00	6/15/2010		609		
4919-09-CM	# 1A	PW06-17	Saviors Rd. Improvements -PW Dept.	093111	3586	\$28,786.00	405-9401-826-8605							
4919-09-CM	# 1B	PW06-18	Saviors Rd. Improvements -PW Dept.	093112	3586	\$8,807.00	405-9401-826-8605	Increase the \$28,786.00 to \$37,593.00						
4919-09-CM	# 2	PW09-15	Ventura Rd. Utilities & Resurface-PW	083132	3586	\$6,067.00	304-3051-826-8605							
4919-09-CM	# 2A	PW09-15	Ventura Rd. Utilities & Resurface-PW	083132	3586	\$4,000.00	304-3051-826-8605	Added \$4,000 to \$6,067 = \$10,067.00						
4919-09-CM	# 3		Gonzales Rd. Resurfacing Project-PW	083133	3586	\$14,478.00	304-3052-826-8605							
4919-09-CM	# 4	N/A	Blending Sta. #3 & #5- Radio Towers-PW		3586	\$1,710.00		Wtr. Dept. DPO						
4919-09-CM	#4A		5th St. Improvements Project-PW	103105	3586	\$18,560.00	212-3024-803-8001	Streets						
4919-09-CM	# 5	PW06-90R	Victoria Ave. Sewer Line-PW	096601	3586	\$34,021.00	611-6613-822-8604	Deduction	(\$1,654.50)					
4919-09-CM	# 6	PW11-01	Blending Sta. #6 -PW	116501	3586	\$1,895.00	601-6539-821-8604	Water						
4919-09-CM	#7	PW10-14	Bartolo Sq. So. Ph. II -PW	093109	3586	\$28,230.00	116-3147-803-8610	Deduction	(\$15,230.25)					
4919-09-CM	#8	PW07-05	Recycled Water Backbone System-PW	096002	3586	\$30,338.00	609-6556-821-8209	Water						
					3586	\$10,112.00	276-6556-821-8209							
4919-09-CM	#9		Rose Ave. Project -PW	083133	3586	\$6,775.00	304-3052-826-8452							
4919-09-CM	#10	PW11-01	BS #6- Material Testing -PW	116501	3586	\$9,088.75	601-6539-821-8604	Deduction	(\$8,397.75)					
4919-09-CM	#11		RWBS Bard Rd. -PW		3586	\$4,200.00	276-6556-821-8604							
4919-09-CM	#11					\$12,600.00	609-6556-821-8604							
4919-09-CM	#12	GS09-11	College Park 1C- Skate Shack Insp.-GS	55703	3586	\$454.50	301-5723-826-8209							
4919-09-CM	#13	GS10-20	Comm. Ctr. Park W. Concession Stand-GS											
	#14	PW12-13	Hueneme Rd. Recycle Wtr. Line-PW	126002		\$55,070.25	609-6556-821-8606							
			(Design Test Work)			\$18,356.75	276-6556-821-8606							
4919-09-CM	#15	GS10-19R	Del Sol Park Walking Path - GS	115703		\$2,000.00	104-5772-826-8605							
	#16	GS10-22	Lemonwood Park Walking Path-GS	115750		\$5,000.00	285-5750-826-8605							
	#17	PW12-06	BS #3- Material Testing	126501		\$3,134.00	601-6551-821-8601							
	#18	PW12-14	Ventura Blvd.-Wtr. Strm Dm & St. Work											
	#19	PW10-05	Wooley Rd. Resurfacing Rose to Victoria	083125		\$66,325.00								
	#20	PW12-02	Blackstock			\$28,229.00								
4919-09-CM	#21	PW12-13	Hueneme Rd. Recycle Wtr. Line-PW	126002		\$55,922.00	601-6556-821-8201							
			(Construction Testing Work)											
4919-09-CM	#22	PW12-13	Hueneme Rd. Recycle Wtr. Line-PW	126002		\$23,550.00	609-6556-821-8606							
			(Weld Inspection of Pipe Mfg.)											
					Encum. Total	\$483,459.25			\$ (25,282.50)	\$458,176.75	Revised Total			
									\$500,000.00	\$458,176.75	\$41,823.25	Remainder		



CM General Services Procurement
1060 Pacific Ave., Bldg. 2, Oxnard, CA 93030
Phone: 805-385-7821 Fax: 805-385-8360

**VERTICAL V-BTC LABS
CURRENT OR FUTURE PROJECTS FOR TASK ORDER ASSIGNMENTS**

Projects Currently Out for Public Bid that will require soils, materials or site testing and/or inspections:

Del Sol Boulevard Street Improvements – Bids Open 03/06/2013; Est. work may start mid to late-April. Estimate of cost is approx. \$40,000.

Ventura Boulevard Street Improvements –Bids Open 03/13/2013; Est. work may start late April or early May. Estimate of cost is approx. \$40,000.

Effluent Sampling Facility-Wastewater –Bids Open 03/06/2013; Est. work may start mid to late-April. Estimate of cost is approx. \$40,000

Projects currently in design by City Staff that will require soils, materials or site testing or inspections; construction is estimated by end of 2013:

Hueneme Road Widening – This project also includes weld inspection requirements for materials. Est. of cost is approx. \$120,000.

Hueneme Road Recycled Water Pipeline-Ph. 2 – This project also includes weld inspection requirements for materials during manufacturer as well as later during construction. Est. of cost is approx. \$120,000.

These types of testing and inspection services would have been part of the complete package for projects when an outside designer was employed by the City. As these projects are being designed in house with City Staff, these services are not something that the City has staff or facilities to provide and must be provided by an outside Consultant service. The On-Call Services are being used in a manner to keep these projects moving along and avoid as many delays as possible. These projects are ongoing over time and to individually require a separate RFP for each for these types of services for each one would make them run over schedule and could actually cost more for each.

pcf

ATTACHMENT NO. 8
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