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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
October 12, 2021
Regular Meeting - 8:30 to 10:00 PM (Temporary Time Change)

Zoom details to call-in for public comment during a meeting:
1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 873 4421 7713
3. Passcode: 885301
While in the Zoom waiting room, once the Mayor calls for public speakers for the agenda item on which you wish to speak, press *9 to raise your hand to inform the clerk you would like to speak during that agenda item. Once called on, press *6 to unmute your phone. Speakers shall have up to three minutes to speak per agenda item.

This meeting is being held in accordance with Assembly Bill 361, allowing members of the City Council, members of the public and staff to participate via teleconference.

Consistent with City policies imposed to promote social distancing, the facility where the City Council regularly meets is temporarily closed to the public. The public is encouraged to view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. EMAILING COMMENTS OR REQUESTING TO SIGN UP TO SPEAK BEFORE THE MEETING

    a. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (Please indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
    b. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/city-meetings, emailing the City Clerk at cityclerk@oxnard.org, or calling the City Clerk at (805) 385-7803.

2. PROVIDING PUBLIC COMMENTS DURING THE MEETING

    a. To provide public comment without requesting to speak prior to the meeting, during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting.
    b. Public comments on agenda items shall be taken following the announcement of the item. After all public speakers have been given an opportunity to speak on an agenda item, the public comment period shall be held open for three minutes to allow additional speakers to register or otherwise be recognized for the purpose of providing public comment. During this three minute time period, the City Council or staff may discuss the item being considered or briefly respond to previous comments.

Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

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

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/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.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the September 28, 2021 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Agreement A-8375 with Sancon Technologies, Inc., for On-Call Cured-in-Place Pipe Repair Services. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8375 with Sancon Technologies, Inc., in the amount not to exceed $450,000 for a three-year term ending November 1, 2024, for On-Call Cured in Place Pipe Repair Services for the Wastewater Division.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/GkbYSECEEFA

Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: October 12, 2021

TO: Public Works and Transportation Committee

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the September 28, 2021 regular meeting as presented.

BACKGROUND

That the Public Works & Transportation Committee approve the meeting minutes as presented.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 09 28 2021 Public Works & Transportation Committee

M I N U T E S
OXNARD CITY COUNCIL
PUBLIC WORKS & TRANSPORTATION COMMITTEE
Regular Meeting
SEPTEMBER 28, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Perello and Member Vianey Lopez were present via videoconference. Member John C. Zaragoza was present in person.

Staff members present were Alexander Nguyen, City Manager (in person); Rose Chaparro, City Clerk; Paul Early, Assistant City Attorney; Brian Yanez, Acting Public Works Director; Tatiana Arnaout, City Engineer; Timothy Beaman, Supervising Civil Engineer; Omar Castro, Water Division Manager; Abraham Maldonado, Water Resources Manager; and Tim Bochum, City Traffic Engineer.

Spencer Waterman, Water Systems Consulting, Inc. also participated via videoconference.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lawrence Stein (water pipeline/water credits program).

C. CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the July 27, 2021 and September 14, 2021 regular meetings as presented.

It was moved by Member Lopez, seconded by Member Zaragoza, to approve the meeting minutes as presented. Zaragoza, Lopez, and Perello voted in favor; the motion carried 3-0.

D. REPORTS

1. Public Works Department

SUBJECT: Award Agreements for Automated Meter Infrastructure Installation Project PW 17-32.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the following for a total of $30,481,628.12 in Project funds for the Advanced Meter Infrastructure (AMI) Installation Project PW 17-32 (Project No. 206503):

DRAFT

1. The Mayor to award and execute Agreement A-8371 with Badger Meter, Inc., for $22,062,283.12 for Installation of Water Meters;

2. A Project contingency amount of $2,206,228;

3. A Project allocation of $2,206,228 for engineering, inspection, survey and project management; and

4. The Mayor to award and execute Agreement A-8350 with Carollo Engineers, Inc., for $4,006,889 for Construction Management Services.

Timothy Beaman, Supervising Civil Engineer, presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

2. Public Works Department

SUBJECT: 2020 Urban Water Management Plan and Water Shortage Contingency Plan.

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

1. Receive a presentation and hold a Public Hearing to receive public comments on the 2020 Urban Water Management Plan and Water Shortage Contingency Plan; and

2. Adopt a Resolution to approve the 2020 Urban Water Management Plan and Water Shortage Contingency Plan and authorize City staff to file the plans with the State of California.

Spencer Waterman from Water Systems Consulting, Inc., presented and Omar Castro, Water Division Manager; Abraham Maldonado, Water Resources Manager; and Paul Early, Assistant City Attorney answered the Committee's questions. Public comments were received from Lawrence Stein. Discussion ensued among the Committee and staff.

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

3. Public Works Department

SUBJECT: Update of Bicycle and Pedestrian Projects.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council receive and file a report on the status of the City's Bicycle and Pedestrian Master Plan.

DRAFT

Tim Bochum, City Traffic Engineer, presented and answered questions. No public comments were received. Discussion ensued among the Committee and staff.

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

E. ITEMS FOR FUTURE AGENDAS

Chair Perello requested an update on the water pressure of the fire hydrants. Chair Perello also asked that staff prepare a report which provided the Committee the current status of the "Items for Future Agendas" requested, and distributed to the committee with updates every two months.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 10:10 p.m.

ROSE CHAPARRO
City Clerk

BERT E. PERELLO
Chair

DRAFT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: October 12, 2021

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement A-8375 with Sancon Technologies, Inc., for On-Call Cured-in-Place Pipe Repair Services. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8375 with Sancon Technologies, Inc., in the amount not to exceed $450,000 for a three-year term ending November 1, 2024, for On-Call Cured in Place Pipe Repair Services for the Wastewater Division.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/GkbYSECEEFA

BACKGROUND

The City's Wastewater Division operates and maintains over 400 miles of sewer pipe throughout the collection system, which conveys an average of 19 million gallons of wastewater per day. Pipe sizes range from 6-inch to 66-inch and are made up of vitrified clay and polyvinyl chloride (PVC) pipe. Pipes in the collection system are subject to failure due to age, cracks, and root intrusion. Pipe failure in the collection system can lead to sanitary sewer overflow, sinkholes, and undermining of nearby structures, and must be repaired immediately. Cured-in-place pipe (CIPP) repair is a common method of fixing pipe failures. CIPP lines the inside of a damaged pipe with a reinforced liner. This method of repair is trenchless and foregoes the need to excavate a street to perform restoration.

DISCUSSION

On July 29, 2021, the Public Works Department released a notice inviting bids PW 22-01 for On-Call Cured in Place Pipe Repair Services. The bid was posted to Vida Newspaper, publicpurchase.com, Dodge Data and Analytics, as well as the City's website. Bids closed on September 2, 2021, with a total of four (4) responsive bids received.

Vendor	Total Bid Price
Sancon Technologies, Inc.	$13,413.00
Downstream Services, Inc.	$16,025.22
Insituform Technologies, LLC	$16,518.00
Southwest Pipeline and Trenchless Corp.	$28,422.50

Sancon Technologies, Inc., was deemed the lowest responsive bidder by the Public Works Department. Prices are based on a per-foot basis.

Sancon Technologies, Inc., has agreed to the terms of the contract which will require them to:

Perform work on a task order basis

- Provide traffic control
- Pull all necessary permits
- Inspect and record pipes before and after work has been completed

Sancon Technologies, Inc., meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. The Public Works Department has also verified Sancon Technologies, Inc., has no safety violations with the federal Occupational Safety and Health Administration and verified registration with the California Department of Industrial Relations (DIR).

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this three-year agreement with Sancon Technologies, Inc., for On-Call Cured in Place Pipe Repair Services for the Wastewater Division shall not exceed $450,000, with an estimated spending plan of $100,000 in Fiscal Year 2021-22. This agreement will be funded with existing appropriations from the Wastewater Operating Fund 611 (account 611-6103-842-8209). The remaining contract balance will be requested in subsequent fiscal years.

On-Call Cured in Place Pipe Repair Spending Plan					
Division	**FY 21-22**	**FY 22-23**	**FY 23-24**	**FY 24-25**	**TOTAL**
Wastewater Collections	$100,000	$150,000	$100,000	$100,000	$450,000

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Agreement A-8375 Sancon Technologies PW 22-01
2. CIPP Presentation

CHECKLIST FOR EXECUTION OF CONTRACT

The following documents are required of the successful Bidder within fourteen (14) Calendar Days of the City's delivery of the Contract to the Bidder:

____ Two (2) executed and notarized copies of the Contract

____ A Payment Bond in the amount of 100% of the not to exceed Contract Price ($450,000), along with a copy of that Bond

____ A Performance Bond in the amount of 100% of the not to exceed Contract Price ($450,000), along with a copy of that Bond

____ All certificates showing required insurance

____ A copy of the Contractor's City business license

Failure of the successful Bidder to provide all required documents in a complete and accurate manner within fourteen (14) Calendar Days of the City's delivery of the Contract may be grounds for the City to award the Contract to the next lowest responsible Bidder, and the successful Bidder's Bid security may be forfeited to the City as permitted by law.

In executing the above-listed documents, and all documents related to the Project, any Task, the Contract Documents or any Task Order in any way, the City requires the following:

- For a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, two signatures, both of whom must be managers of the LLC; or
- For a partnership or limited partnership, the signatures of all partners.

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

CITY OF OXNARD CONTRACT FOR ON-CALL CURED IN PLACE PIPE (CIPP) REPAIR SERVICES SPECIFICATION NO. PW 22-01

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and SANCON TECHNOLOGIES, INC. ("Contractor"). Contractor's license number is 774055.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in the General and Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Cured In Place Pipe (CIPP) Repair Services, Specification No. PW 22-01 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed four hundred fifty thousand dollars ($450,000) during the three (3) year Contract Term.

4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.

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

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

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

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

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

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

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

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

[signatures on following page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

SANCON TECHNOLOGIES, INC.

Charles B. Parsons, President[2] Date

Gary E. Drew, Secretary Date

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

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Exhibit INS-G

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

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

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

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

City of Oxnard
Insurance Compliance
Reference No. PW 22-01
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER: Insurance Broker Name Here

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: SANCON TECHNOLOGIES, INC.

Insurer A: SPECIFY COMPANY NAME IN THIS SPACE

Insurer B: SPECIFY COMPANY NAME IN THIS SPACE

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 $2,000,000 PRODUCTS COMP/OP AGG. $2,000,000 PERSONAL & ADV. INJURY $2,000,000 EACH OCCURRENCE $2,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [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; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

SAMPLE

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. PW 22-01
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the City)

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

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

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

NAMED INSURED
SANCON TECHNOLOGIES, INC.

SAMPLE

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

CLAIMS: Underwriters 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 City Council, officers, agents, employees or volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its City Council, officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insureds scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its City Council, officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, occurrence form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. PW 22-01
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the City)

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED
SANCON TECHNOLOGIES, INC.

SAMPLE

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriters 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 City Council, officers, agents, employees or volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its City Council, officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insureds scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its City Council, 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 INSUREDS DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. PW 22-01
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____
I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.
Signature _____
(original signature required)
Telephone: ( ) Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to SANCON TECHNOLOGIES, INC., 5841 Engineer Drive, Huntington Beach, CA 92649 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call Cured In Place Pipe (CIPP) Repair Services, Specification No. PW 22-01 (the "Project").

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

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

_____

_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and any Task related to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of four hundred fifty thousand dollars ($450,000), this amount being not less than one hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee

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

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

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

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to SANCON TECHNOLOGIES, INC., 5841 Engineer Drive, Huntington Beach, CA 92649 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call Cured In Place Pipe (CIPP) Repair Services, Specification No. PW 22-01 (the "Project").

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

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

_____

_____,
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of four hundred fifty thousand dollars ($450,000), this amount being not less than one hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

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

EXHIBIT A

CITY OF OXNARD

BID SHEETS FOR ON-CALL CURED IN PLACE PIPE (CIPP) REPAIR SERVICES SPECIFICATION NO. PW 22-01 [PROJECT]

Bidder's Name: SAUCON TECHNOLOGIES, Inc.

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the three (3) year, not to exceed four hundred fifty thousand dollar ($450,000) Contract to furnish all labor, materials, equipment, traffic control, public convenience and safety, mobilization, demobilization, and other incidental and appurtenant Work for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following unit prices:

ITEM NO.	DESCRIPTION	UNIT of MEASURE	EVALUATION QUANTITY	UNIT PRICE
1.	Pre Lining Video for 8-inch CIPP Lining	Linear Foot	1	$ 15.00
2.	Pre Lining Video for 10-inch CIPP Lining	Linear Foot	1	$ 15.00
3.	Pre Lining Video for 12-inch CIPP Lining	Linear Foot	1	$ 15.00
4.	Pre Lining Video for 15-inch CIPP Lining	Linear Foot	1	$ 15.00
5.	Pre Lining Video for 18-inch CIPP Lining	Linear Foot	1	$ 15.00
6.	Pre Lining Video for 24-inch CIPP Lining	Linear Foot	1	$ 15.00
7.	Post Lining Video for 8-inch CIPP Lining	Linear Foot	1	$ 5.00
8.	Post Lining Video for 10-inch CIPP Lining	Linear Foot	1	$ 5.00
9.	Post Lining Video for 12-inch CIPP Lining	Linear Foot	1	$ 5.00

ITEM NO.	DESCRIPTION	UNIT of MEASURE	EVALUATION QUANTITY	UNIT PRICE
10.	Post Lining Video for 15-inch CIPP Lining	Linear Foot	1	$ 5.00
11.	Post Lining Video for 18-inch CIPP Lining	Linear Foot	1	$ 5.00
12.	Post Lining Video for 24-inch CIPP Lining	Linear Foot	1	$ 5.00
13.	8-inch CIPP short liner/point repair	Linear Foot	1	$ 1,375.00
14.	10-inch CIPP short liner/point repair	Linear Foot	1	$ 1,500.00
15.	12-inch CIPP short liner/point repair	Linear Foot	1	$ 1750.00
16.	15-inch CIPP short liner/point repair	Linear Foot	1	$ 2,000.00
17.	18-inch CIPP short liner/point repair	Linear Foot	1	$ 2,500.00
18.	24-inch CIPP short liner/point repair	Linear Foot	1	$ 3,000.00
19.	8-inch CIPP lining	Linear Foot	1	$ 59.00
20.	10-inch CIPP lining	Linear Foot	1	$ 62.00
21.	12-inch CIPP lining	Linear Foot	1	$ 74.00

ITEM NO.	DESCRIPTION	UNIT of MEASURE	EVALUATION QUANTITY	UNIT PRICE
22.	15-inch CIPP lining	Linear Foot	1	$ 120.00
23.	18-inch CIPP lining	Linear Foot	1	$ 136.00
24.	24-inch CIPP lining	Linear Foot	1	$ 167.00
25.	Bypass pumping 6 inch to 12 inch diameter pipe at 1/2 full	Per Hour	1	$ 100.00
26.	Bypass pumping 13 inch to 24 inch diameter pipe at 1/2 full	Per Hour	1	$ 200.00
27.	Trenching	Linear Foot	1	$ 250.00
		BID TOTAL		$ 13,413.00

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

BID PRICE IN DIGITS: $ 13,413.00

BID PRICE IN WORDS: THIRTEEN THOUSAND FOUR HUNDRED THIRTEEN DOLLARS.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	8-30-21	#03	8-30-21
#02	8-30-21	#04	8-30-21

Bidder's Name (Company): SANCON TECHNOLOGIES, INC.

Signature: _____ Title: PRESIDENT

Print: CHUCK PRESSEL Date: 8-30-21

EXHIBIT B

SPECIAL PROVISIONS

ON-CALL CURED IN PLACE PIPE (CIPP) REPAIR SERVICES
SPECIFICATION NO. PW 22-01

1000 LOCATION AND SCOPE OF WORK

The Contractor shall furnish all necessary labor, materials, equipment and other incidental and appurtenant Work to provide as needed Cured in Place Pipe ("CIPP") Repair, including Ultraviolet-Cured Fiberglass-Reinforced Cured-in-Place Pipe Liners (UV-CIPP) or equal, installed in accordance with the 2021 Greenbook and ASTM 2019-20 for pipeline rehabilitation, for the City of Oxnard Wastewater Collection System in locations throughout the City of Oxnard as directed by the Project Manager. The scope of Work shall include, but not be limited to:

A. Provide all necessary traffic control, with plans approved by the City's Traffic Engineer.

B. Provide sewer flow control as necessary.

C. Provide bypass pumping including but not limited to the following:

   a. Bypass pumping hourly rate shall include all labor, material, pumps, piping and associated equipment for primary pumping, plus 100% back up with the capability of pumping 6 inch – 12 inch diameter pipe at half full.

   b. Bypass pumping hourly rate shall include all labor, material, pumps, piping and associated equipment for primary pumping, plus 100% back up with the capability of pumping 12 inch – 24 inch diameter pipe at half full.

D. Provide trenching including excavation for bypass discharge, plating traffic control and restoration per City Standard.

E. Clean section of pipe to be repaired prior to CIPP installation.

F. Provide Closed Circuit Television Video (CCTV) before and after pipe lining operation to ensure proper installation/repair.

G. Installation of cured in place sectional liners where defects in a section of pipe have been identified.

   1. Contractor shall ensure sectional liner material is fabricated from either a non-woven felt of fiberglass laminate, or a combination thereof, and shall use either a polyester resin, vinyl resin, or epoxy resin.

   2. Contractor shall ensure sectional liner material is fabricated to neatly fit the internal circumference of the host pipeline.

   3. Contractor shall ensure material or laminate shall overlap a minimum of 2-inches and cure monolithically.

H. All lateral connections where the pipe liner was installed are to be reinstated immediately after the curing process.

1001 RESPONSE TIME AND SCHEDULE

Contractor must verbally respond to all requests for service within twenty (24) hours of telephone notification by the City. The scope of Work and schedule shall be mutually agreed to between City staff and Contractor and documented in a Task Order before work begins. Work under this category shall be planned and scheduled Monday through Friday excluding holidays, between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City. All costs for labor, materials, tools, equipment, taxes, mobilization, demobilization, traffic control and all incidentals for these requests shall be included in the unit costs enumerated in the Bid Sheets.

1002 TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY

1002-1 Scope of the Work

The Contractor shall provide, for the protection of the public, all necessary barricades, traffic cones, warning signs, flagmen, lights, and other safety devices in accordance with Section 12-3 of the SSS and the current requirements set forth in the MUTCD.

Contractor shall furnish, install, and maintain a trailer mounted, solar powered portable changeable message sign upon which varying electronically generated messages will be displayed to traffic, as specified in Section 5-7.10.3 of the General Provisions. Refer to SSS and/or MUTCD Guidelines for the use of portable changeable message signs in work zones.

Contractor shall also provide traffic control for the safety of crew working on this Project.

Additionally, the Contractor shall install temporary railing (type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when any of the following conditions exist:

A. Storage Areas:

Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

Except for installing, maintaining and removing traffic control devices, whenever Work is performed or equipment is operated in the following Work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the Specifications.

Approach speed of public traffic (Posted Limit Miles Per Hour)	**Work Areas**
Over 45	Within 6 feet of the traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane; however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the City Engineer. The lane closure provisions of this Section shall not apply if the Work area is protected by permanent or temporary railing or barrier.

The Contractor shall furnish the Oxnard Police Department with the written names and phone numbers of personnel to be contacted after hours for hazardous conditions to traffic that may require additional protective measures. Failure to respond to reasonable request for additional nighttime protection to traffic will result in the City causing the Work to be performed by others and costs withheld from moneys due. All traffic control devices shall meet the standards and be placed in accordance with the MUTCD for Construction and Maintenance Work Zones.

The City Inspector shall stop construction if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices within the vicinity shall be replaced in kind or better at the Contractor's expense.

1002-2 Work To Be Accomplished

The Contractor shall maintain the following requirements:

A. Contractor shall submit traffic control plans for approval by the City Traffic Engineer one week prior to the pre-construction meeting. The traffic control plan must be approved by City prior to beginning construction. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 8:30 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

F. The Contractor shall provide steel covers when backfill operations of an excavation in the travelled way, whether transverse or longitudinal, cannot be properly completed within a Working Day. The steel plate shall be recessed by milling into the existing asphalt to set flush with the surface of the existing asphalt and must extend a minimum of 12 inches beyond the edges of the trench. Milling depth shall match thickness of the plate. Full depth cutting of the asphalt pavement section outside of trench is not permitted. The steel plate shall be anchored properly and the gap between the edge of the plate and the adjacent existing asphalt pavement must be filled with temporary asphalt.

Steel plate covers shall conform to SSPWC Table 5-7.8.

The City Inspector shall stop construction if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Contractor's expense.

1002-3 Permits

Contractor shall notify and coordinate Work with other agencies i.e., Caltrans, Railroads, Ventura County and other adjacent Cities, in advance of the start of any work that will require the temporary closure of access and/or encroachment to their Right of Way.

The Contractor will be required to obtain all necessary permits to perform work within the State's right-of-way/Railroad right-of-way and shall bear all cost for fees and no additional cost to the City.

The Contractor is also responsible for all permit conditions and shall comply with all the requirements set forth in the approved permit including implementation of traffic control plans, installation of construction area signage, working hours, assigning flaggers, etc. and shall bear all cost for fees and no additional cost to the City.

District Encroachment Permit Office Contact Information:
District 07
100 South Main Street, Suite 100
Los Angeles, CA 90012
(213) 897-3631

Union Pacific Rail Road Contact Information:
Javier R. Sanchez - Manager Track Maintenance
340 Guadalupe St
Guadalupe, CA 93434
OFFICE: 402-233-1711
MOBILE: 805-249-0959
FAX: 805-343-6871
E-mail: jrsanche@up.com

1003 PAYMENT

Payment for performing the Work shall be made on the unit cost basis detailed in the Bid Sheets.

The unit cost for all activities described in the Bid Sheets shall include full compensation for furnishing all labor, materials, tools, equipment, taxes, mobilization, demobilization, traffic control and all incidentals to complete all the activities involved with the delivery of these services, and no additional payment will be made therefore.

Prior to starting Work, all Work will be pre-approved by a Task Order issued by the Project Manager specifying the total quantity of each item comprising the Work. A separate invoice is required for each Task Order issued pursuant to the Contract. When billing for Work, the Contractor shall use the appropriate unit costs pursuant to the Bid Sheets, multiplied by the total quantities specified in the Task Order. For example, if the Task Order specifies 200 LF of "Pre Lining Video for 8" CIPP Lining", the total cost billed for that item shall be the unit cost stated in Bid Item No. 1, multiplied by 200 LF.

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless approved by the Project Manager and included in the Task Order.

AGREEMENT WITH SANCON TECHNOLOGIES, INC., FOR ON-CALL CURED IN PLACE PIPE REPAIR SERVICES

Public Works and Transportation Committee
October 12, 2021

Ray Trevino
Wastewater Collections Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8375 with Sancon Technologies, Inc., (Sancon) in the amount not to exceed $450,000 for a three-year term ending November 1, 2024, for On-Call Cured in Place Pipe Repair Services for the Wastewater Division.

BACKGROUND

- Wastewater Division operates and maintains over 400 miles of sewer pipe throughout the collection system
  - Conveys an average of 19 million gallons of wastewater per day
  - Pipe sizes range from 6-inch to 66-inch
  - Made up of vitrified clay and polyvinyl chloride (PVC) pipe
- Pipes in the collection system are subject to failure due to age, cracks, and root intrusion
  - Can lead to sanitary sewer overflow, sinkholes, and undermining of nearby structures

BACKGROUND

- Cured in place pipe (CIPP) repair is a common method of fixing pipe failures
  - CIPP repairs line the inside of a damaged pipe with a reinforced liner
  - Method of repair is trenchless and foregoes the need to excavate a street to perform pipe restoration

Before

After

DISCUSSION

- The Public Works Department released a notice inviting bids PW 22-01 for On-Call Cured in Place Pipe Repair Services on July 29, 2021
  - The bid was posted to Vida Newspaper, publicpurchase.com, dodge analytics, as well as the City's website
- Bids closed on September 2, 2021 with four (4) responsive bids received

Vendor	Total Bid Price
Sancon Technologies, Inc.	$13,413.00
Downstream Services, Inc.	$16,025.22
Instituform Technologies, LLC	$16,514.00
Southwest Pipeline and Trenchless Corp.	$28,422.50

DISCUSSION

- Sancon was deemed the lowest responsive bidder by the Public Works Department with prices based on a linear foot basis

- Under this contract Sancon will:
  - Perform CIPP repair work on a task order basis
  - Provide traffic control
  - Pull all necessary permits
  - Inspect and record pipes before and after CIPP work has been completed

FINANCIAL IMPACT

- Total cost for this three-year agreement with Sancon shall not exceed $450,000
- Funded with existing appropriations from Wastewater Fund 611
- Remaining contract balance will be requested in subsequent fiscal years

On-Call Cured in Place Pipe Repair Spending Plan					
Division	**FY 21-22**	**FY 22-23**	**FY 23-24**	**FY 24-25**	**TOTAL**
Wastewater Collections	$100,000	$150,000	$100,000	$100,000	$450,000

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QUESTIONS