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
July 26, 2022
Regular Meeting - 8:30 to 10:00 PM

Zoom details to call-in for public comment during a meeting:
1. **Dial Phone Number: (888) 475-4499**
2. **Enter Meeting ID: 874 4037 1084**
3. **Passcode: 502388**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the Mayor calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.

The public may 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. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

    a. 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/citymeetings**.
    b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (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.
    c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

    a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the Mayor announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
    b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

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

* 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 July 12, 2022 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Amendment to Agreement No. 9315-21-PW with Econolite Systems Incorporated for Traffic Signal Preventive, Emergency and Non-Emergency Maintenance Services. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement 9315-21-PW with Econolite Systems Incorporated to increase the not to exceed amount from $200,000 to $300,000 for traffic signal preventive, emergency and non-emergency maintenance services.

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

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Agreement A-8484 with Weck Laboratories, Inc. for Contract Laboratory Chemical Testing Services. (0/5/5)

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

1. Mayor to execute Agreement A-8484 with Weck Laboratories, Inc. for a term of one year with the option to extend for two consecutive periods of one year each upon the written agreement of both parties for a maximum possible contract term of three years, and for a total contract not-to-exceed amount over the entire possible contract term of $1,700,000 for laboratory chemical testing services; and

2. Purchasing Agent to execute amendments to extend the term of Agreement A-8484 up to a maximum term of three years.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/PMSOcj8R9go

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: City of Oxnard Water Division 2019-2021 Public Health Goals Report. (0/10/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council receive and file the 2019-2021 Public Health Goals Report.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/de4eKINV4so

Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: July 26, 2022

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 July 12, 2022 regular meeting as presented.

BACKGROUND

Approval of Minutes.

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 07 12 2022 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS & TRANSPORTATION COMMITTEE
Regular Meeting
July 12, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:31 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. Member Vianey Lopez, Member John C. Zaragoza, and Chair Bert E. Perello were present in person.

Staff members Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Michelle (Elle) McCarron, Assistant City Attorney; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Omar Castro, Water Division Manager; and Rose Chaparro, City Clerk were also present in person.

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the June 14, 2022 regular meeting as presented.

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

D. REPORTS

1. Public Works Department

SUBJECT: First Amendment to Agreement A-8192 for Custodial Services for the Oxnard Transit Center (OTC). (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8192 with PBC Commercial Cleaning Systems, Inc., to increase the not to exceed from $436,425 to $536,425, and approve the assignment and amend the company name to CCS Los Angeles Janitorial, Inc.

Michael Wolfe, Public Works Director and Brian Yanez, Assistant Public Works Director presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

2. Public Works Department

SUBJECT: Water Campus Virtual Tour. (0/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee receive and file the Water Division Virtual Tour Video.

Omar Castro, Water Division Manager, presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff. Report was received and filed, no formal action was required.

3. Public Works Department
SUBJECT: Amendments to Agreements A-8344 and A-8346 with Garcia's Landscaping Maintenance, Inc. and Agreement A-8345 with Mariposa Landscapes, Inc. for Landscape Maintenance Services within the City's Medians and Parkways. (0/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the:

1. First Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $1,900,000 to $2,415,000 in Region 1;
2. Second Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. increasing the not to exceed amount from $2,125,000 to $2,535,000 in Region 2; and
3. First Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $2,000,0000 to $2,575,000 in Region 3.

Steve Howlett, Assistant Public Works Director, presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

4. Public Works Department
SUBJECT: Agreement A-8483 with Mariposa Landscapes, Inc. for Basic Landscape Services for Citywide General Fund Parks. (0/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve Agreement A-8483 with Mariposa Landscapes, Inc. in the amount not to exceed $758,919 for a 22-month term ending June 30, 2024 for basic landscape services in the General Fund Parks.

Steve Howlett, Assistant Public Works Director, 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: Lopez, Perello, and Zaragoza voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:14 p.m.

ROSE CHAPARRO
City Clerk

BERT E. PERELLO
Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: July 26, 2022

TO: Public Works and Transportation Committee

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

SUBJECT: Amendment to Agreement No. 9315-21-PW with Econolite Systems Incorporated for Traffic Signal Preventive, Emergency and Non-Emergency Maintenance Services. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement 9315-21-PW with Econolite Systems Incorporated to increase the not to exceed amount from $200,000 to $300,000 for traffic signal preventive, emergency and non-emergency maintenance services.

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

BACKGROUND

The City is responsible for the maintenance and operation of traffic signals, flashing beacons, and driver speed feedback radar signs on City-maintained roads.

The City of Oxnard did not send out a Request for Proposal (RFP) but rather used a City of Thousand Oaks solicitation for signal maintenance services. In 2020, after a two-month RFP process, the City of Thousand Oaks received signal maintenance proposals on April 15, 2020 from three companies as follows:

- Siemens Systems
- Econolite Systems Incorporated (Econolite)
- Crosstown Electrical, Inc

After review of the submitted proposals and a follow-up interview, their evaluation team unanimously determined that Econolite submitted the best proposal, gave the best presentation and answers during the interview, and provided the lowest cost among the participating companies.

In July 2021, the City of Oxnard signed an agreement (9315-21-PW) with Econolite using a “piggy-back” option contained within the City of Thousand Oaks solicitation for signal maintenance services. The agreement was authorized by the City Manager for the initial amount of agreement not to exceed $200,000. To date, the City has spent approximately $130,000 on the existing agreement with Econolite and is expected to exceed $200,000 by December 2022. As such, we are requesting City Council approval to increase the contract amount to $300,000 total. The current agreement expiration date is June 30, 2023.

Please note that on June 14, 2022, this Committee approved and recommended Council approval of an agreement related to "repair" services for traffic signals that was awarded to another vendor. The agreement in this report relates to "maintenance" services of traffic signals.

DISCUSSION

Per the scope of the services, Econolite is required to provide all required tools, equipment, apparatus, facilities, and material to perform all work necessary to maintain the traffic signal equipment, flashing beacons, and driver speed feedback signs in compliance with current City/Caltrans standards and specifications. Econolite will perform routine maintenance services by qualified personnel at a preset rate per intersection and extraordinary/emergency maintenance services based upon agreed fee schedules.

The primary purpose of the contract is for Econolite to assist the City with carrying on a program of continuing comprehensive maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the traffic signal equipment. The program includes preventive maintenance two times per year for all the signalized intersections.

Projects to be completed by Econolite are categorized as follows:

Scheduled Maintenance Work (primary purpose)

The scope of work and schedule shall be mutually agreed to between City staff and the Econolite before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

Non-Scheduled Urgent Repair Work (as-needed)

Econolite must be on the site within two hours of the notification and begin work immediately to the following events:

- Any signal controller malfunction
- Burned out red or green ball or arrow display
- Burned out or malfunctioning Pedestrian Walk Signal Indications

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 amount of this First Amendment to Agreement 9315-21-PW with Econolite Systems Incorporated shall not exceed $100,000 with a new not to exceed contract amount of $300,000 for traffic signal preventative, emergency, and non-emergency maintenance services.

The annual estimated spending plan is $150,000 per fiscal year. There is sufficient Fiscal Year 2022-23 budget available in the General Fund Traffic Signal Maintenance Division (101-3102-803-8209) for these maintenance services.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Econolite First Amendment 9315-21-PW
2. Econolite Agreement 9315-21-PW
3. Presentation

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Econolite Systems Incorporated ("Vendor). This First Amendment amends the Agreement entered into on August 1, 2021, by City and Vendor.

City and Vendor agree as follows:

1. The City's Project Manager in Section 7 of the Cover Page of the Agreement is hereby amended to "Kumar Neppalli."

2. The Contact Email in Section 12 of the Cover Page of the Agreement is hereby amended to "kumar.neppalli@oxnard.org."

3. The City Address for Notice in Section 11 of the Cover Page of the Agreement is hereby amended to:

"City of Oxnard
Attn: Kumar Neppalli
305 W. Third St. 2nd Floor,
Oxnard, CA 93030"

4. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to "$300,000."

5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

_____ _____

☒ John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ Jennifer Yates, Purchasing Manager

☐ _____, Buyer

ATTEST:

_____ _____

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

APPROVED AS TO FORM:

_____ _____

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

ECONOLITE SYSTEMS INCORPORATED

_____ _____

Michael C Doyle, CEO[2] Date

_____ _____

John W. Tracey, CFO Date

[1]The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total 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.

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: August 1, 2021

(2) Vendor: Econolite Systems Incorporated

(3) Services: Traffic Signal Preventative Maintenance, Urgent Maintenance Services, and Non-Emergency Maintenance as needed.

(4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2023

(6) Total Agreement Amount: $200,000

(7) City's Project Manager: Philip Schwieder

(8) Vendor's Project Manager: Rodney Mathis

(9) Insurance Coverage: INS-E

(10) What wages are required for this Project?

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

(11) Addresses for Notice:

FOR VENDOR:

Econolite Systems Incorporated
Attn: Rodney Mathis
1250 N. Tustin Ave
Anaheim, CA 92807

FOR CITY:

City of Oxnard
Attn: Philip Schwieder
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

RMathis@econolite.com

CITY'S PROJECT MANAGER:

Philip.schwieder@oxnard.org

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

☑ Scope of Services Exhibit
☑ Rates and Costs Exhibit
☑ Schedule of Services Exhibit
☑ Living Wage Policy Exhibit
☑ Prevailing Wages Exhibit
☑ Insurance Exhibit (INS-E)

AGREEMENT FOR TRADE SERVICES

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

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

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

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

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

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

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

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

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

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime

at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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.

c. 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.

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

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

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

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

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

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

8/19/2021
☐ John C. Zaragoza, Mayor[1] Date
☒ Alexander Nguyen, City Manager
☐ Daniel W illhite, Purchasing Manager
☐ , Buyer

ATTEST:

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

APPROVED AS TO FORM:

7/26/21
Stephen M. Fischer, City Attorney (always required) Date

ECONOLITE SYSTEMS INCORPORATED

7-19-21
Rodney Mathis, Vice President[2] Date

7/19/2021
John W. Tracey, Chief Financial Officer Date

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

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

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

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

SCOPE OF SERVICES EXHIBIT

The qualified firm shall provide the City of Thousand Oaks and other Ventura County and City agencies with certified personnel, equipment, and materials to maintain the City's Traffic Signals and Control Equipment, In Pavement Crosswalk systems, Beacons, Pedestrian Safety Lighting and Rader Feedback Signs on a daily basis. The firm must have the resources and abilities to install various signal poles and controller cabinets. The scope of services may include, but are not limited to the following:

1. TECHNICAL SERVICES AND MAINTENANCE PERSONNEL

The Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, and material to perform all work necessary to maintain the traffic signals as listed in Document No. 1 and Document No. 2 (pages 26-29) in compliance with current Caltrans standards and specifications. A copy of Document No. 1 and Document 2 is attached and incorporated by reference as though fully set forth herein.

The contractor will perform routine maintenance services at a preset rate per intersection and extraordinary/emergency maintenance services based upon agreed fee schedules.

The Contractor shall provide regular field preventive maintenance, installation, and repair of controller assemblies/cabinets by qualified personnel that meet or exceed the following qualifications:

a. One Level Three field technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years' experience in traffic signal repairs.
b. One Level Two field technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years' experience in traffic signal repairs.
c. One Fiber Optics for Traffic Signal Systems Technician - Field Level Two Technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years' experience in traffic signal system with Fiber Optics. Technicians shall be available within 2 hours of call out.
d. One Level Two bench technician that is available within 2 hours of call out.
e. Familiar with programming and repair of all traffic signal controllers (TS1 and TS2 Type P Cabinets, Type R Cabinets, and Maryland Cabinets, primarily composed of ASC/2, ASC2S, ASC3 and Cobalt series controllers and related equipment). Technicians shall be trained and certified in software and hardware installation of Controllers systems including but not limited to ASC2S, ASC3 and Cobalt and McCain.
f. Familiar with pedestrian crosswalk systems and controllers (pedestrian crosswalks) programming and repairs.
g. Proficient in programming, repairs, modifications and testing of conflict monitors (CMU) and malfunction management units (MMU).
h. Familiar with basic traffic signal timing principals.
i. Proficient with video detection systems including installation of software and hardware. Technicians shall be trained and certified in software and hardware installation of video detection systems.
j. Proficient with hardware and software to install, splice and maintain Single Mode Fiber Optic (SMFO) cable, twisted pair copper hardwires and wireless communications technology including troubleshooting and adjustment of external and internal modems, videos servers ethernet switches.
k. Familiar with various battery backup systems to include installation, programming and testing procedures, and maintenance.
l. Familiar with the operations, installation and timing of Emergency Vehicle Preemption devices including hardware and software.
m. Ability to perform cabinet modifications and up-grades when necessary.

n. In order to provide maintenance capabilities during peak traffic hours, one technician shall be in the georgical area of Ventura County beginning work at 7:00 a.m. and another technician shall be in the georgical area of Ventura County at the end work at 6:00 p.m. daily Monday - Friday.
o. Technicians shall be available by phone 24-hours a day.
p. Technicians shall be trained and certified in Centralized Operations Software.

The Contractor shall provide a 24-hour service for knockdowns and emergencies. The Contractor shall provide a radio dispatch truck available 24 hours per day.

The Contractor shall provide each technician with cell phone service.

The Contractor shall have a complete traffic signal laboratory with a Certified Level II ISMA Bench Technician in Southern California and who is available to respond to a call out within 2 hours.

The Contractor shall keep and furnish a stock of common replacement parts when the original units are in the laboratory for repairs. The equipment may include but is not limited to the following: Signal controllers, 24VDC Power Supply, MMU's/CMU's, Flash Transfer Relays, Load Switches, Detectors, Video Processors, video detection units, battery backup system unit, etc.

The Contractor shall offer alternatives to existing equipment to meet the changing demand as it occurs and when directed by City.

Perform installations of knockdown replacement signal equipment including signal poles ranging from Type 1A to Type 60. Also install controller cabinets and Edison services cabinets.

The Contractor shall cooperate with the Public Works Department and Traffic Division staff in recalibrating signal timing and progression. The Contractor shall never change the timing of signals except under the direction of the Public Works Department or Traffic Engineer.

The Contractor shall provide and maintain an accessible software package that the City can access to provide live "real time" information on the progress of technician work of call outs and maintenance activity. Software shall also provide major components bar coded inventory, pictures of the materials and PDF's of intersection signal design and access to monthly billing,

The Contractor shall cooperate with emergency response personal (Police Department, Fire Department and responsible City department heads) in cases of emergency including placing signals in flashing operations for safety pruposes when directed and bringing signals out of flashing operation when directed.

The Contractor shall refer all questions from the public to either the Public Works Department or the Oxnard Police Department.

2. PREVENTIVE MAINTENANCE Major and Minor (PM)

The Contractor shall carry on a program of continuing comprehensive maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the equipment. The program shall include, but not be restricted to the following:

2.1 Bi-Annual PM - Minor Maintenance (traffic signals):

The Contractor shall provide preventive Minor Maintenance **two** times per year for the signalized intersections as listed in Document No. 1 (pages 26-28) and shall include, at a minimum, the listed items below (a - aa). The Contractor shall utilize a preventive maintenance checklist form approved by the City for each inspection. The Contractor shall provide one copy of the maintenance checklist to the City once every

six months in digital format, maintain a copy in the controller cabinet, and maintain a copy at the Contractor's office of records.

a) **Preventive Maintenance (PM) Checklist Form:** The Contractor shall maintain a copy of the Preventive Maintenance Checklist Form approved by the City at each intersection. The PM checklist form shall be completely filled out during each maintenance inspection and during any time the Contractor repairs the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, video detection, Battery Back Up, Emergency Vehicle Preemption, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).

b) **Controller Cabinet Mounting:** Check the snugness of the nuts on the cabinet anchor bolts, tighten, if necessary, being sure not to distort the cabinet door opening by over tightening.

c) **Controller Cabinet Foundation Seal:** If standing water or evidence of water is present inside the bottom of the cabinet, check the seal between the bottom of the foundation and the cabinet for deterioration, and report the need for a reseal as necessary.

d) **Door Gaskets:** Check all door gaskets on the controller cabinet, service cabinet and any other enclosures for evidence of moisture or deterioration. Report the need to completely replace any gaskets shown signs of leaking or deterioration.

e) **Cabinet Vents:** Check the vents in both the cabinet door and above the door, or at the top of the cabinet to ensure that they are free of any foreign material.

f) **Air Filter:** Vacuum, wash, replace or knock out the dust of filters. Take appropriate action based on condition of filter.

g) **Cabinet Fan:** Verify that cabinet fan(s) operate properly with a minimum of noise.

h) **Thermostat:** Verify that the cabinet fan thermostat is set at 96 degrees.

i) **Interior Light:** Verify the proper operation of the cabinet's interior light.

j) **Door Panel Harnesses:** Check the harnesses leading from the main panel to the police and auxiliary panels on the cabinet door to ensure they are not being pinched and do not bind against the cabinet door. Adjust, if necessary.

k) **Hinges and Locks:** Check for free movement of all doors, latching assemblies and locks on the controller cabinet, service cabinet and any other enclosures (battery backup cabinet). Use a minimum of oil or spray lubricant and remove any excess.

l) **Vacuum Cabinet:** Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the cabinet, including the police panel.

m) **Insect Infestation:** Check for signs of ants, wasps or other insects within the cabinet. Use appropriate insect traps or powders if any positive findings are discovered. More serious problems shall be reported to the City.

n) **Cabinet Grounding:** Using appropriate equipment, check annually the resistance between AC and ground.

o) **Service Connections:** Verify the neutral, ground and power connections are secure in the controller and service cabinets.

p) **Plug-In Components:** Check that each plug-in component (rack mount detectors, relays, load switches, etc.) fits tightly and securely.

q) **Ground Fault Receptacle:** Verify the proper operation of "Test" and "Reset" buttons on GFCI type outlets.

r) **Intersection Records:** Ensure that all intersection cabinet wiring diagrams are present and up to date. Maintain records in a weather proof sealable container.

s) **Controller Operation:** Manually place vehicle and pedestrian calls on each phase through the cabinet test switches or the controller keypad, to verify controller servicing of each active phase. Check controller logs for any faults that have occurred and take note for the file. Verify signal timing is current with timing sheet in cabinet. **Confirm controller time and dates are correct.** (Especially after day light savings time change). Provide updated timing sheet to City Traffic Engineer every three months. The controller shall have the latest software and firmware updated and a sticker shall be placed on the controller with the latest version.

t) **Conflict Monitor/Malfunction Management Unit:** Verify time and dates are correct in any CMU/MMU with an internal clock.

u) **Detector Operation (Loops):** Verify the detection zones for each detector by observing the turn-on of the appropriate detection indicator as a vehicle passes over the detector loop(s). Check also that a call is placed on the correct controller phase. Once a month, City staff will provide a list of troubled location to verify loops are detectable by bicycle. A bicycle shall be placed over leading loop and verified by technician that the detection is received.

v) **Detector Operation :** Verify camera operation by monitoring the vehicle call LED's on the Video Detection unit. Also, verify the calls going to the detector call page in the controller. The video detection shall have the latest software and firmware updated and a sticker shall be placed on the Mini Hub or other easily readable location within the cabinet with the latest version.

w) **Equipment Displays and Indicators:** Verify that all LED and LCD displays and indications on all cabinet equipment are working properly.

x) **Emergency Pre-Emption Devices:** Test any pre-emption devices for proper operation.

y) **System Telemetry:** Check the operation of telemetry on controller display, Axis Video Server, Fiber Optics Patch Panel, Rugged Com device, and any other supporting communications device if equipped, located in the cabinet. Report any malfunction immediately.

z) **Battery Back-Up System:** Check battery backup display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also, check battery level and load level displays. Test batteries quarterly. Make note if either is out of range. Keep records of events recorded and total battery run time between maintenance checks to help indicate problem intersections.

aa) **Check all battery connections to ensure they are clean and secure.**

2.2 Bi-Annual PM - Major Maintenance (traffic signals):

The Contractor shall provide preventive Major Maintenance **two** times per year for the signalized intersections as listed in Document No. 1(pages 26 -28). The Major Maintenance shall include task items listed below (a - o) and also include the Minor maintenance scheduled items (a-aa). The Contractor shall utilize a preventive maintenance checklist form approved by the City for each inspection. The Contractor shall provide one copy of the maintenance checklist to the City once every six months in digital format, maintain a copy in the controller cabinet, and maintain a copy at the Contractor's office of records.

a) **Battery Back-Up System (BBS Unit):**

1. Load test all batteries and record on paper and with silver marking pen on each battery the date and load test results.
2. Perform 15-minute test.
3. Verify bypass switch is operating properly
4. Verify BBS unit is set for 50 percent fully operational and 50 percent red flash.
5. Inspect and test battery charging system.

b) **Video Detection Units and Camera Surveillance Units:** Clean and polish all video detection systems camera lens and clean service power supply cable. Verify that video detection units are programmed correctly for vehicle detection, bicycle detection and counting locations as needed. Adjust video detection and video surveillance cameras or other detection units as needed for proper functioning of detection units and PTZ units.

c) **Signal Lens, Backplates,Video Detection & Battery Back-Up Maintenance:**Contractor shall clean and polish all signal lenses and reflectors, align all signal heads and adjust all mast arm mounted street name signs once a year. Paint traffic signal head back plates with black spray paint to ensure back plates are visible. Report any damaged or faded regulatory sign to Municipal Services Center (MSC) for appropriate repairs.

d) **Terminal Connections:** Test annually or following any wiring repair, each terminal screw by backing off slightly then retightening to confirm that it is secure.

e) **Check:** all pull boxes at intersections for structural defects, insect infestations, and properly secure. Replace any pull box lid that is cracked in half.

f) **Timing Sheets:** Verify timing sheets are in place at the controller. If they are not correct contact Public Works staff to verify differences. Provide copy of latest signal timing to City Traffic Engineer.

g) **Rust:** Report significant areas of rust on cabinet exterior and signal poles to City staff.

h) **Covers:** Verify that all pull box covers; hand hole covers, etc. are in place and secured.

i) **Pull Boxes:** Visibly check pull boxes for evidence of ants and gophers. Report any positive findings.

j) **CMU/MMU:** Perform Conflict Monitor Unit (CMU) or Malfunction Management Units (MMU) bench testing once a year. Provide print out of the results and that the unit has passed inspection and bench testing and place a copy of the document in the cabinet with other documents.

k) **Fiber Optic:** Perform visible inspection of the Single Mode Fiber Optic (SMFO) Lines to verify proper connection to patch panel, Axis Video Servers, Rugged Com device and other fiber connection points. Repair as needed.

l) **Transportation Management Center:** Confirm with City Traffic Engineer that communication devices are working with the Transportation Management Center (TMC) at City Hall or other locations. Communications devices include but are not limited to Video Detection, Controller, MMU, CMU, Emergency Vehicle Detection and Battery Backup Units. Provide assistance, as needed, to restore communications and video transmissions from field equipment to the TMC.

m) **Intersection Walk-Around:**

1. **General:** Remove any easily removed, unauthorized signs, stickers and posters and

note all graffiti existing on signal poles or equipment.
Notify City representative in writing of any graffiti on signal equipment.

2. **Signal Heads:** Verify that all vehicle and pedestrian heads properly display all indications and the signals are not damaged. Verify the alignment of all heads to the intended direction. Also, verify that all back plates, visors and doors are visibly secure. Report any landscaping (trees) that hinders the view of signal heads to City staff (signal heads should be visible from 300'). Contractor will be compensated for labor and material to replace malfunctioning displays with Caltrans approved LED units (red, yellow & green).

3. **Pedestrian Equipment:** Check all pedestrian push buttons (equestrian and bike buttons where provided) and signals by hand to ensure that they are securely mounted and operating properly. Replace damaged or malfunctioning buttons with larger size ADA type buttons as necessary. Contractor will be compensated for labor and material to replace malfunctioning displays with Caltrans approved LED

4. **Miscellaneous:** Check operation of safety lighting - manual test switch located in cabinet or cover photocell window with duct tape to see if lights come on.

5. Visibly check all signal mounted signs and advance warning signs/beacons for deterioration, proper mounting, alignment and operation. Report any landscaping (trees) that hinders the view of signs to City staff.

6. Check mounting hardware on street name signs for deterioration.

7. Check all detector loops for sealant deterioration, exposed wire, etc.

n. **Illuminated Crosswalks Devices, Beacons, RRFB, Feedback signs:**

1. Verify pedestrian detection systems push buttons are operating properly.
2. Check the snugness of the pole mounted cabinet. Make sure interior of cabinet is free of water, ants, and other potentially harmful substances.
3. Visibly check all mounted LED signs and advance warning LED signs for deterioration, proper mounting, alignment and operation. Report any landscaping (trees) that hinders the view of signs to City staff.
4. Note number of actuations on controller display.
5. Check all in pavement LED displays to ensure that they are secure and operating properly. Replace damaged or malfunctioning in pavement LED displays as needed.
6. Check in pavement LEDs for sealant deterioration, exposed wire,etc.

2.3 Semi - Annual PM (crosswalks, beacons, safety lighting and radar feedback signs):

The Contractor shall provide preventive maintenance **two** times per year for, crosswalks, beacons or radar feedback signs as listed in Document No. 2 (page 29) and shall include the listed items below (a-n). Currently there are 23 devices to maintain. The City will notify Contractor of any new installations to be added to the contract for bi-annual maintenance. The Contractor shall utilize a preventive maintenance checklist form approved by the City for each inspection. The Contractor shall provide one copy of the maintenance checklist to the City once every six months in digital format, maintain a copy in the controller cabinet, and maintain a copy at the Contractor's office of records.

a) **Battery Back-Up System (BBS Unit):**
Load test all batteries and record on paper and with silver marking pen on each battery the date and load test results. Perform 15-minute test. Verify bypass switch is operating properly. Verify BBS unit is set for 50 percent fully operational and 50 percent red flash. Inspect and test battery charging system.

b) **Video Detection:** Clean video detection camera lens and service power supply cable.
c) **Signal Lens, Video Detection Maintenance:**Contractor shall clean and polish all signal lenses and reflectors, align all signal heads and adjust all mast arm mounted street name signs once a year. Paint traffic signal head back plates with black spray paint to ensure back plates are visible. Contractor shall clean and polish all video camera lenses once a year.
d) **Terminal Connections:** Test, annually or following any wiring repair, each terminal screw by backing off slightly then retightening to confirm that it is secure.
e) **Check:** all pull boxes at intersections for structural defects, insect infestations, and properly secure. Replace any pull box lid that is cracked in half.
f) **Timing:** Verify timing charts to controllers. If they are not correct contact Public Works staff to verify differences.
g) **Rust:** Report significant areas of rust on cabinet exterior and signal poles to City staff.
h) **Covers:** Verify that all pull box covers; hand hole covers, etc. are in place and secured.
i) **Pull boxes:** Visibly check pull boxes for evidence of ants and gophers. Report any positive findings.
j) **CMU/MMU:** Perform Conflict Monitor Unit (CMU) or Malfunction Management Units (MMU) bench testing once a year. Provide print out of the results and that the unit has passed inspection and bench testing and place in cabinet with other documents.
k) **Fiber Optics:** Perform visible inspection of the Single Mode Fiber Optic (SMFO) Lines to verify proper connecting to patch panel, rugged com device and other fiber connection points. Repair as needed.
l) **Transportation Management Centralized Operations Center:** Confirm with City Traffic Engineer that communication devices are working with the Transportation ManagementCentralized Operations Center (TMC) at City Hall or other locations. Communications devices include, but are not but not limited to, Video Detection, Controller, MMU, CMU, Emergency Vehicle Detection and Battery Backup Units. Provide assistance, as needed, to restore communications and video transmissions from field equipment to the TMC.**Intersection Walk-Around:**
    - **General:** Remove any easily removed, unauthorized signs, stickers and posters and note all graffiti existing on signal poles or equipment. Notify the City representative of any graffiti observed on traffic signal equipment.
    - **Signal Heads:** Verify that all vehicle and pedestrian heads properly display all indications and the signals are not damaged. Verify the alignment of all heads to the intended direction. Also, verify that all back plates, visors and doors are visibly secure. Report anlandscaping (trees) that hinders the view of signal heads to City staff (Signal heads should be visible from 300'). Contractor will be compensated for labor and material to replace malfunctioning displays with Caltrans approved LED units (red, yellow & green).
    - **Pedestrian Equipment:** Check all pedestrian push buttons (equestrian and bike buttons where provided), beacons in ground warning devices and Rectangular Rapid Flashing Beacons (RRFB) to ensure that they are securely mounted and operating properly. Replace damaged or malfunctioning buttons with larger size ADA type buttons as necessary. Contractor will be compensated for labor and material to replace malfunctioning displays with Caltrans approved LED.
    - **Miscellaneous:** Check operation of safety lighting - manual test switch located in cabinet or cover photocell window with duct tape to see if lights come on.

Visibly check all signal mounted signs and advance warning signs/beacons for deterioration, proper mounting, alignment and operation. Report any landscaping (trees) that hinders the view of signs to City staff.

Check mounting hardware on street name signs for deterioration. Check all detector loops for sealant deterioration, exposed wire, etc.

m) **Illuminated Crosswalks Devices, Beacons, RRFB, Feedback signs:**

- Verify pedestrian detection systems push buttons are operating properly.

- Check the snugness of the pole mounted cabinet. Make sure the interior of the cabinet is free of water, ants, and other potentially harmful substances.
- Visibly check all mounted LED signs and advance warning LED signs for deterioration, proper mounting, alignment and operation. Report any landscaping (trees) that hinders the view of signs, signal head, beacons or other safety devices to City staff.
- Note number of actuations on controller display.
- Check all in pavement LED displays to ensure that they are secure and operating properly. Replace damaged or malfunctioning in pavement LED displays as needed.
- Check in pavement LEDs for sealant deterioration, exposed wire, etc.

3 ORDINARY MAINTENANCE OF TRAFFIC SIGNAL CONTROL EQUIPMENT

Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the traffic signal control equipment with like make and model parts for temporary and permanent replacements, except as individually agreed upon by the City.

No permanent change of control mechanisms shall be done without prior approval of the City. Whenever equipment is removed from the controller cabinet, the City shall be notified by phone within 24 working hours, except weekends and holidays.

Contractor agrees to notify the City Public Works Director or his authorized representative, in advance of any traffic signal turn-offs or turn-ons necessitated by Contractor's operations. Contractor shall not make said turn-off or turn-on without the approval of an authorized representative of the City Public Works Department.

All traffic signal controller equipment shall be maintained as recommended by the manufacturer.

The Contractor shall bear the cost for replacing any parts to the controller mechanisms under the provisions of the routine maintenance program. When entire controller mechanisms become obsolete or deteriorated to the point of being beyond repair, Contractor shall report such conditions to the City and provide satisfactory evidence that replacement is necessary. Contractor shall prepare estimates showing the cost breakdown of material and labor for replacement of such controller mechanisms and submit this information to the City. Replacement of an entire controller mechanism, if ordered by City will be paid for as extra work.

Compensation for extra work identified below will be paid in accordance with Schedules A and B. Extra work includes but is not limited to the following (3.1 thru 3.7):

3.1 NEW INSTALLATIONS

Contractor shall maintain any additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the City. Refer to Section 6.1 for Compensation.

3.2 TRAFFIC SIGNAL AND PEDESTRIAN SIGNAL INDICATIONS

Contractor shall replace or repair standard traffic signal (red, yellow & green) and pedestrian signal display units as they malfunction upon authorization from the City. All traffic signal and pedestrian indications shall be Caltrans approved LED units only.

3.3 WARRANTY SERVICE

During the period of warranty, the Contractor shall make all communications between manufacturer, installing contractor and the City regarding any warranty service. Contractor shall notify the City of any undue delays in response by the manufacturer or installing Contractor and details of each incident.

Except for the manufacturer's factory warranty, the Contractor disclaims all warranties with respect to materials supplied hereunder, and further disclaims any and all liability for failure to perform or delay in performance hereunder where the same is due in whole or in part to any cause beyond Contractor's reasonable control, such as, fire, flood, earthquake, lightening, and labor strikes.

3.4 URGENT SERVICE

The Contractor shall respond to the identified location within two (2) hours after the City first notified the Contractor's representative of the following events:

(1) Any signal controller malfunction
(2) Burned out red or green ball or arrow display
(3) Burned out or malfunctioning Pedestrian Walk Signal Indications
(4) Signal equipment knockdowns
(5) Other situations that are potentially hazardous to public safety

The replacement of burned-out lamps need not be on an emergency basis provided that there is one (1) such signal indication still operative for each direction of travel. Such replacements shall be completed within twenty-four
(24) hours.

Contractor shall notify the City within twenty-four (24) working hours of any change in traffic signal operation caused by controller replacement, timing changes, loss of master controller or traffic collisions. Emergency calls that require replacement of equipment will not require approval from City before such replacements are commenced. The contractor shall provide additional staffing where responding technician cannot handle emergency work alone (knockdowns, wire pulls, etc.).

Contractor shall maintain a single local telephone where they can be reached twenty-four (24) hours per day. This telephone number shall be made available to all persons designated by the City.

To distinguish between a regular maintenance call and an emergency call, the City Police Department shall use the phrase, "this is an emergency call" or words to that effect when calling the Contractor's 24-hour answering service.

3.5 MONITORING EMERGENCY CALLS

At the time the Contractor's representative is notified of an emergency by the City, he shall call the designated representative from the Traffic Engineering Division. If the designated representative is not available, the following numbers are available to verify that the Contractor's representative has received the call:

TIME	TELEPHONE NO.
4:30 p.m. - 7:00 a.m. (M-F),	(805) 247-8912 - PW- Streets Division
24hrs weekends, holidays, and Off Fridays (Every other Friday)	(805) 414-0893 - Philip Schwieder

The City Representative is Timothy Bochum, Traffic Engineer - (805) 385-8206.

Upon completion of emergency work, the Contractor shall contact the above telephone numbers and inform the City that the emergency work has been completed.

3.6 NON-EMERGENCY SERVICE

All other non-emergency calls shall be responded to within 24 hours or as mutually agreed upon between the City and Contractor for each individual services call.

3.7 SIGNAL UPGRADES AND INSTALLATIONS

The Contractor shall, if requested, install, modify and/or upgrade traffic signals or electrical or mechanical traffic control or traffic safety devices. All additional work shall be performed to the satisfaction of the City.

No additional work shall be commenced or undertaken by Contractor unless and until the same is authorized in writing by the City. Said written authorization is a condition precedent to the Contractor's entitlement to reimbursement. Additional work shall be performed in accordance with the Caltrans Standard Plans (current) and Section 86 of the Caltrans Standard Specifications (current) for the State of California, Department of Transportation and the City of Thousand Oaks Public Works special provisions. This work shall be performed within a time limit established by the City and for a mutually agreed upon price.

City shall retain the right to perform any additional work by use of City forces or, in the alternative, to advertise such work for bids.

4. RECORDS

4.1 INTERSECTION RECORDS

a) **Inventory List:** At each intersection the Contractor shall maintain an inventory list of the equipment in the controller cabinet. The inventory list shall include the model, manufacture, serial number and quantity of each piece of equipment and installation date. The inventory list shall be continually updated and maintained within the Contractors' maintenance software.

b) **Preventive Maintenance (PM) Checklist Form:** The Contractor shall maintain a copy of the Preventive Maintenance Checklist Form approved by the City at each intersection. The PM checklist form shall be completely filled out during each quarterly maintenance inspection and during any time the Contractor repairs the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, video detection, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).

4.2 MONTHLY ACTIVITY REPORT

The Contractor shall provide a computerized monthly activity report to the City Traffic Engineering Division of the Public Works Department by the fifteenth working day of each month for the previous month. The report shall be provided both as a printout and as a Microsoft Excel Spreadsheet compatible computer file transmitted by e-mail or on a media storage unit (Flash Drive) and shall include the following:

(a) Time the service calls were received by Contractor, time arrived at the intersection, the response time, the number of hours spent for each repair and a special listing of intersections with three calls in one month.

(b) A complete record of all work that was performed on the City traffic signal equipment during the previous month including the make model, and serial number of any major components or other equipment that was newly installed at each intersection.

(c) Time and date the PM work was performed.

4.3 PENDING REPAIR LIST

The Contractor shall provide a monthly report of all pending repair work needed at each intersection.

5. MEETINGS

The Contractor's technician shall be available to meet with the City Traffic Engineering Division representative on a weekly basis at a mutually agreed upon time and place in the City of Thousand Oaks to review each week's maintenance activities. The Contractor's maintenance supervisor shall be similarly available to meet with the City's Traffic Engineering representative on a quarterly basis.

RATES AND COSTS EXHIBIT

CITY OF OXNARD

	# of Signals 0-75 (1) ISMA Level 3	# of Signals 76-150 (1) ISMA Level 3 (1) ISMA Level 2	# of Signals 151-225 (2) ISMA Level 3 (1) ISMA Level 2	# of Signals 226-300 (2) ISMA Level 3 (2) ISMA Level 2	# of Signals 301-375 (3) ISMA Level 3 (2) ISMA Level 2	# of Signals 376-450 (3) ISMA Level 3 (3) ISMA Level 2	# of Signals 451-525 (4) ISMA Level 3 (3) ISMA Level 2	# of Signals 526-600 (4) ISMA Level 3 (4) ISMA Level 2	# of Signals 601-675 (4) ISMA Level 3 (4) ISMA Level 2	# of Signals 676-750 (5) ISMA Level 3 (4) ISMA Level 2
Semi Annual - Minor (Traffic Signals) Section 2.1 - Preventive Maintenance 2 times per year. Cost per year/intersection	$180.74	$154.68	$153.84	$153.00	$152.16	$151.32	$151.32	$151.32	$151.32	$151.32
Semi Annual - Major (Traffic Signals) Section 2.2 - Preventive Maintenance 2 times per year. Cost per year/intersection	$477.66	$408.80	$406.58	$404.36	$402.14	$399.92	$399.92	$399.92	$399.92	$399.92
Semi Annual - Major (Ped Crossings/Radar Feedback, Decorative Lights) Section 2.3 - Preventive Maintenance -2 times per year. Cost per year/intersection	$220.45	$214.34	$213.18	$212.01	$210.85	$209.69	$209.69	$209.69	$209.69	$209.69
Operations Superintendent Hourly - Strait Time (7 AM - 7 PM)	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95
Operations Superintendent Hourly -Overtime Time (7 PM - 7 AM)	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44
Operations Superintendent Hourly -Double Time	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92
Crew Leader Hourly - Strait Time (7 AM - 7 PM)	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95
Crew Leader Hourly -Overtime Time (7 PM - 7 AM)	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44
Crew Leader Hourly -Double Time	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92

Extra Work:(***)

	# of Signals 0-75 (1) ISMA Level 3	# of Signals 76-150 (1) ISMA Level 3 (1) ISMA Level 2	# of Signals 151-225 (2) ISMA Level 3 (1) ISMA Level 2	# of Signals 226-300 (2) ISMA Level 3 (2) ISMA Level 2	# of Signals 301-375 (3) ISMA Level 3 (2) ISMA Level 2	# of Signals 376-450 (3) ISMA Level 3 (3) ISMA Level 2	# of Signals 451-525 (4) ISMA Level 3 (3) ISMA Level 2	# of Signals 526-600 (4) ISMA Level 3 (4) ISMA Level 2	# of Signals 601-675 (4) ISMA Level 3 (4) ISMA Level 2	# of Signals 676-750 (5) ISMA Level 3 (4) ISMA Level 2
Traffic Signal Technician - Field Hourly - Strait Time (7 AM - 7 PM)	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26
Traffic Signal Technician - Field Hourly -Overtime Time (7 PM - 7 AM)	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11
Traffic Signal Technician - Field Hourly -Double Time	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98
Traffic Signal Technician - Laboratory Hourly - Strait Time (7 AM - 7 PM)	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95	$114.95
Traffic Signal Technician - Laboratory Hourly -Overtime Time (7 PM - 7 AM)	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44	$153.44
Traffic Signal Technician - Laboratory Hourly -Double Time	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92	$191.92
Traffic Signal - Laborer Hourly - Strait Time (7 AM - 7 PM)	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26	$97.26
Traffic Signal - Laborer Hourly -Overtime Time (7 PM - 7 AM)	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11	$126.11
Traffic Signal - Laborer Hourly -Double Time	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98	$154.98

Extra Work:(***)

SCHEDULE OF SERVICES EXHIBIT

Provide traffic signal preventative maintenance, urgent maintenance, and non-urgent maintenance as required. Work to be done at all signalized intersections within City limits.

	INTERSECTION	Cabinet	Fiber Hub	FIBER BBS	Controller type			BBS	Battery GOOD	ALPHA	CCTV	Video Detection
					170E	170 ATC	FLeX	ON/OFF				
1	3rd St. & Garfield Av.	332				x		x				x
2	A St. & 2nd St.	332				x		x				
3	A St. & 3rd St.	332				x		x				
4	A St. & 4th St.	332				x		x				
5	A St. & 5th St.	332				x		x				
6	A St. & 6th St.	332				x		x				
7	Auto Center Dr. & Los Olivos	332					x	x	X	X		x
8	Auto Center Dr. & Paseo Mercado	332				x		OFF				x
9	Auto Center Dr. & Ventura Blvd.	332				x		x				
10	B St. & 4th St.	332				x		OFF				
11	B St. & 6th St.	332				x		x				
12	C St. & 2nd St.	332				x		x				
13	C St. & 3rd St.	332			x			x				
14	C St. & 4th St.	332				x		x				

15	C St. & 5th St.	332				x		x	X	X		
16	C St. & 6th St.	332				x		x				
17	C St. & 7th St.	332				x		x				
18	C St. & 9th St.	332				x		x				
19	C St. & Channel Islands Blvd.	332				x		x	X	X		
20	C St. & Gonzales Rd.	332				x		x	X	X		x
21	C St. & Hill St.	332			x			OFF			x	
22	C St. & Pleasant Valley Rd.	332				x		x	X	X		
23	C St. & Wooley Rd.	332	X	X		x		x	X	X		
24	Camino Del Sol & Kohala St.	332				x		N/A			x	
25	Channel Islands Blvd. & Albany Dr.	332				x		x				
26	Channel Islands Blvd. & Cloyne/Gisler	332			x			x			x	
27	Channel Islands Blvd. & Dupont St.	332			x			x			x	
28	Channel Islands Blvd. & Hwy 1	332						x	X	X		
29	Channel Islands Blvd. & J St.	332				x		x	X	X	x	
30	Channel Islands Blvd. & M St.	332				x		x				
31	Channel Islands Blvd. & Peninsula Rd.	332				x		x				
32	Channel Islands Blvd. & Statham Blvd.	332				x		x				

33	Del Norte Blvd. & Camino Del Sol	332				x		x	X	X		
34	Del Norte Blvd. & Sturgis Rd.	332				x		x				x
35	Esplanade & Food For Less	332				x		x				x
36	Forest Park Blvd. & Gargonne/River Park Blvd.	332				x		x				X
37	Forest Park Blvd. & Thames River Dr.	332				x		x				
38	Gonzales Rd. & Campus Rd.	332			x			x				
39	Gonzales Rd. & Entrada Dr.	332				x		x				
40	Gonzales Rd. & Gallatin Pl.	332				x		x				
41	Gonzales Rd. & H St.	332				x		OFF				x
42	Gonzales Rd. & Lantana St.	332				x		x				
43	Gonzales Rd. & Lombard St./Outlet Center	332			x			x				x
44	Gonzales Rd. & Lowe's Driveway	332				x		x				x
45	Gonzales Rd. & Merion Way	332			x			x				
46	Gonzales Rd. & Patterson Rd.	332				x		x	X	X		
47	Gonzales Rd. & Snow Ave.	332			x			x				
48	Gonzales Rd. & Solar Dr.	332				x		N/A				x
49	Gonzales Rd. & Wal-Mart Driveway	332				x		x				
50	Gonzales Rd. & Williams Dr.	332			x			x				x

51	H St. & 5th St.	332				x		x				
52	Harbor Blvd. & 5th St.	332				x		x				
53	Harbor Blvd. & Channel Islands Blvd.	332				x		x				
54	Harbor Blvd. & Costa De Oro	332				x		x				
55	Harbor Blvd. & Wooley Rd.	332				x		N/A				
56	Hobson Way & 7th St.	332				x		x				
57	Hobson Way & 9th St.	332				x		x	X	X		
58	Hueneme Rd. & Arcturus Ave.	332				x		x				
59	Hueneme Rd. & Edison Dr.	332				x		x				
60	Hueneme Rd. & J St.	332			x			x	X	X		
61	Hueneme Rd. & Perkins Rd.	332				x		x			x	
62	K St. & 5th St.	332			x			x				
63	Meta St. & 5th St.	332				x		x				
64	Oxnard Blvd. & 1st St.	332				x		x				
65	Oxnard Blvd. & 2nd St.	332				x		x				
66	Oxnard Blvd. & 4th St.	332				x		x				
67	Oxnard Blvd. & 5th St.	332				x		x	X	X	x	
68	Oxnard Blvd. & 6th St.	332				x		x				

69	Oxnard Blvd. & 7th St.	332				x		x				
70	Oxnard Blvd. & Citrus Grove Ln.	332				x		x				
71	Oxnard Blvd. & Colonia Rd.	332				x		OFF				
72	Oxnard Blvd. & Cooper Rd.	332				x		x				
73	Oxnard Blvd. & Date St.	332				x		x				
74	Oxnard Blvd. & Esplanade Center/Wagon Wheel Rd.	332				x		x	X	X		x
75	Oxnard Blvd. & Glenwood Dr.	332				x		x				
76	Oxnard Blvd. & Gonzales Rd.	332	X	X		x		x	X	X	x	x
77	Oxnard Blvd. & Robert Ave.	332				x		x				
78	Oxnard Blvd. & Rose Av.	332				x		x	X	X		
79	Oxnard Blvd. & Statham Blvd.	332				x		x				
80	Oxnard Blvd. & Vineyard Ave.	332			x			x	X	X	x	
81	Oxnard Blvd. & Wooley Rd. (5 PTS)	332				x		x			x	x
82	Oxnard Blvd. & Clyde River Pl.	332				x		x				x
83	Oxnard Blvd. & Town Center Dr.	332						x	X	X		
84	Patterson Rd. & 5th St.	332			x			x				
85	Patterson Rd. & Hemlock St.	332			x			x				
86	Patterson Rd. & Wooley Rd.	332			x			x				

87	Pleasant Valley Rd. & Bard Rd.	332				x		x				
88	Pleasant Valley Rd. & Beaumont Ave.	332			x			OFF				
89	Pleasant Valley Rd. & Cloyne/Giesler	332				x		x				
90	Pleasant Valley Rd. & J St.	332				x		x	X	X		
91	Pleasant Valley Rd. & Olds Rd.	332				x		OFF				
92	Pleasant Valley Rd. & Perkins Rd.	332				x		x			x	
93	Pleasant Valley Rd. & Saviers Rd.	332	X	X		x		x	X	X	x	x
94	Pleasant Valley Rd. & Squires Dr.	332				x		x				
95	Rice Ave. & Camino Del Sol	332				x		x	X	X		
96	Rice Ave. & Gonzales Rd.	332			x			x	X	X		
97	Rice Ave. & Latigo Ave.	332				x		x				
98	Rice Ave. & Sturgis Rd.	332			x			x				
99	River Park Blvd. & Town Center Dr.	332			x			x				
100	Rose Ave. & 1st/St. Lucia	332				x		OFF			x	
101	Rose Ave. & 3rd St.	332				x		x			x	
102	Rose Ave. & 5th St.	332				x		x	X	X		
103	Rose Ave. & Auto Center Dr.	332				x		x			x	x
104	Rose Ave. & Bard Rd.	332			x			x				

105	Rose Ave. & Camino Del Sol	332				x		x			x	
106	Rose Ave. & Cesar Chavez	332			x			x				
107	Rose Ave. & Channel Islands Blvd.	332				x		x			x	x
108	Rose Ave. & Eastman Ave.	332				x		x				
109	Rose Ave. & Emerson Ave.	332			x			x			x	x
110	Rose Ave. & Gary	332					x	x	X	X		x
111	Rose Ave. & Gonzales Rd.	332	X	X		x		x			x	x
112	Rose Ave. & Lockwood St.	332				x		x				
113	Rose Ave. & Pleasant Valley Rd.	332				x		x	X	X		x
114	Rose Ave. & Raiders Way	332			x			x				
115	Rose Ave. & San Gorgonio Ave.	332			x			x				
116	Rose Ave. & Wooley Rd.	332			x			x	X	X		
117	Santa Clara Rd. & Ventura Blvd.	332			x			x	X	X		
118	Saviers Rd. & Bard Rd.	332				x		x				x
119	Saviers Rd. & Bryce Canyon/Thomas	332				x		x				x
120	Saviers Rd. & Channel Islands Blvd.	332	X	X		x		x	X	X	x	x
121	Saviers Rd. & Elm St.	332				x		OFF				x
122	Saviers Rd. & Hill St.	332				x		x				

123	Saviers Rd. & Hueneme Rd.	332				x		x	x	X	x	
124	Saviers Rd. & Laurel St.	332				x		x				x
125	Saviers Rd. & Yucca St.	332				x		x				x
126	Southampton Pl. & 5th St.	332				x		x				
127	Town Center & The Landing	332					x	x				x
128	Ventura Rd. & 2nd St.	332				x		N/A				
129	Ventura Rd. & 5th St.	332				x		x				
130	Ventura Rd. & 7th St.	332				x		x				
131	Ventura Rd. & 9th St.	332				x		x				
132	Ventura Rd. & Bay Blvd.	332				x		x				
133	Ventura Rd. & Bevra Ave.	332			x			x				x
134	Ventura Rd. & Channel Islands Blvd.	332				x		x				x
135	Ventura Rd. & Devonshire Dr.	332				x		x	X	X		
136	Ventura Rd. & Doris Ave.	332				x		x				
137	Ventura Rd. & Gonzales Rd.	332	X	X		x		OFF			x	x
138	Ventura Rd. & Hemlock St.	332				x		OFF			x	x
139	Ventura Rd. & Hill St.	332				x		x				
140	Ventura Rd. & Holly Ave.	332				x		x				x

141	Ventura Rd. & Ivywood Dr.	332				x		x				
142	Ventura Rd. & Stone Creek Dr.	332				x		x	X	X		x
143	Ventura Rd. & Town Center Dr.	332				x		x				x
144	Ventura Rd. & Vineyard Ave.	332				x		x				x
145	Ventura Rd. & Wagon Wheel Rd.	332				x		x				
146	Ventura Rd. & Wooley Rd.	332	X	X		x		x				
147	Victoria Ave. & 5th St.	332				x		x				
148	Victoria Ave. & Channel Islands Blvd.	332				x		x				x
149	Victoria Ave. & Curlew Way	332			x			x				
150	Victoria Ave. & Doris Ave.	332				x		x	X	X		
151	Victoria Ave. & Gonzales Rd.	332				x		OFF				x
152	Victoria Ave. & Gum Tree St.	332				x		x				x
153	Victoria Ave. & Hemlock St.	332				x		OFF				x
154	Victoria Ave. & Ketch Ave.	332				x		x				
155	Victoria Ave. & Leeward Way	332				x		x				
156	Victoria Ave. & Wooley Rd.	332				x		x				
157	Vineyard Ave. & Esplanade Dr.	332				x		x				
158	Vineyard Ave. & H St.	332			x			x	X	X		

159	Wooley Rd. & Commercial Ave.	332				x		x				
160	Wooley Rd. & J St.	332				x		x	X	X		
161	Wooley Rd. & Offshore Dr.	332			x			x				
162	Wooley Rd. & Pacific Ave.	332				x		OFF				
	Yucca St. & J St. Luminaires only (no meter)											
	Rose Ave. & Sorroco Way Luminaire only											
	Oxnard Blvd.& Esplanade Roadway luminaires											
	x = CCTV not connected to TMC											
	x = Scheduled for FleX Upgrade											
	x= Video Detection not connected to TMC											

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITH BUILDER'S RISK REQUIREMENT)

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.

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;

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;"

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.

Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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.

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

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

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.

Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-E 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).**

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

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

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.

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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 sample accord form.

INS-E.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$2,000,000 $2,000,000 $2,000,000 $2,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** 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, Course of Construction Insurance				Minimum coverage Each consultant/ & listed sub-consultant Course of Construction Completed Value of Project	$1,000,000 $500,000

SAMPLE

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

COVERAGES

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
Telephone: (___) _____

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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SUBMIT IN DUPLICATE

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

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

PRODUCER

Telephone:
NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

OTHER PROVISIONS

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.

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
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 _____

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LIVING WAGE POLICY EXHIBIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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.

c. 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.

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

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is 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 currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

Amendment to Agreement No. 9315-21-PW with Econolite Systems Incorporated for Traffic Signal Preventive, Emergency and Non-Emergency Maintenance Services

Public Works and Transportation Committee
July 26, 2022

Kumar Neppalli
Transportation Services 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 a First Amendment to Agreement 9315-21-PW with Econolite Systems Incorporated to increase the not to exceed amount from $200,000 to $300,000 for traffic signal preventive, emergency and non-emergency maintenance services.

BACKGROUND

- In July 2021, the City signed an agreement (9315-21-PW) with Econolite using a "piggy-back" option contained within the City of Thousand Oaks solicitation for signal maintenance services
- Agreement was authorized by the City Manager for the initial amount of agreement not to exceed $200,000
- City has spent approximately $130,000 on the existing agreement with Econolite as of June 1, 2022 and is expected to exceed $200,000 by December 2022
- Request to increase the contract amount to $300,000 total through June 30, 2023

DISCUSSION

- On June 14, 2022, this Committee approved and recommended Council approval of an agreement related to "repair" services for traffic signals that was awarded to another vendor. The agreement tonight is related to "maintenance" services of traffic signals
- Econolite will perform routine maintenance services by qualified personnel at a preset rate per intersection and extraordinary/emergency maintenance services based upon agreed fee schedules.
- Projects to be completed by Econolite are categorized as follows:
  - Scheduled Maintenance Work (primary purpose)
  - Non-Scheduled Urgent Repair Work (as-needed)

FINANCIAL IMPACT

- Total cost for this agreement shall not exceed $300,000 through June 30, 2023
- Estimated spending plan is $150,000 per year. Funds for Fiscal Year 2022-23 are available in the General Fund Budget

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: July 26, 2022

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement A-8484 with Weck Laboratories, Inc. for Contract Laboratory Chemical Testing Services. (0/5/5)

RECOMMENDATION

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

1. Mayor to execute Agreement A-8484 with Weck Laboratories, Inc. for a term of one year with the option to extend for two consecutive periods of one year each upon the written agreement of both parties for a maximum possible contract term of three years, and for a total contract not-to-exceed amount over the entire possible contract term of $1,700,000 for laboratory chemical testing services; and

2. Purchasing Agent to execute amendments to extend the term of Agreement A-8484 up to a maximum term of three years.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/PMSOcj8R9go

BACKGROUND

The City of Oxnard water, wastewater, and recycled water treatment facilities are required by State and Federal permits to sample and analyze water, wastewater, and recycled water for water quality constituents and provide certified reporting. The Wastewater Division operates a small laboratory that has the ability to perform some of the basic analyses required for water, wastewater, and recycled water constituents. The majority of the regulatory required analyses are performed with expensive instrumentation and use complex, certified methods which make doing these analyses in-house cost prohibited. Therefore, a third party laboratory service is required to analyze samples that the wastewater laboratory cannot. The third party laboratory will provide as-needed analytical testing services as well as report preparation for regulatory authorities. This will ensure compliance with the wastewater National Pollutant Discharge Elimination System (NPDES) permit, the Environmental Protection Agency (EPA), the State Water Resources Control Board, and State Division of Drinking Water (DDW) reporting requirements.

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

- 11 organic compounds and pesticides
- 11 metals

- 21 carcinogens (cancer-causing)
- 41 non-carcinogens

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

- 5 organic compounds and pesticides
- 18 metals
- 6 radioactive pollutants
- 27 volatile organic compounds
- 33 non-volatile organic compounds

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

- 11 organic compounds and pesticides
- 20 metals
- 6 radioactive pollutants
- 29 volatile organic compounds
- 23 non-volatile organic compounds
- Bacteriological analysis
- Perfluorooctanoic acid (PFOA) if necessary
- Perfluorooctane sulfonate (PFOS) if necessary

A copy of the full pollutant testing list is included in the contract lab services agreements.

DISCUSSION

On April 19, 2022, the City's Purchasing Department, on behalf of the Public Works Department, released Request for Proposal (RFP) PW 22-108 to invite qualified contractors to conduct laboratory chemical testing and sampling for the Water and Wastewater Division. Bid submissions were due May 25, 2022.

The City received a total of three submissions from laboratory firms which included:

1. Weck Laboratories, Inc. (Weck),
2. Pace Analytical Services, LLC,
3. Eurofins Scientific.

An evaluating panel composed of the Wastewater Operations Manager, Wastewater Laboratory Services, and Water Regulatory Compliance Technician selected Weck as the most qualified responsive proposer.

Weck has previously been a reliable source for contract laboratory services.

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 Agreement A-8484 with Weck shall not exceed $1,700,000 over three years, if extended. The spending plan for FY 2022-23 is $305,000. There is sufficient funding available in the FY 2022-23 Adopted Budget in the accounts listed in the table below from the following sources: Wastewater Collection (Fund 611) and Treatment (Fund 621) Operating, Water Operating (Fund 601) and Water Security & Contam. Prev. (Fund 608) . Funds in subsequent fiscal years will be requested during the annual budget process. Funding of as-needed amounts will be verified prior to work commencing.

Spending Plan	Account	FY 22-23 9 months	FY 23-24 12 months	FY 24-25 12 months	FY 25-26 3 months	TOTAL
OWTP	611-6101-842.8239 & 621-6202-842.8239	$30,000	$35,000	$40,000	$15,000	**$120,000**
AWPF	601-6012-842.8239	$70,000	$150,000	$165,000	$45,000	**$430,000**
Water	608-6015-842.8239	$175,000	$340,000	$372,500	$97,500	**$985,000**
As-Needed	Various	$30,000	$56,000	$63,000	$16,000	**$165,000**
Total		**$305,000**	**$581,000**	**$640,500**	**$173,500**	**$1,700,000**

An estimated inflation factor of 10% has been added to each subsequent fiscal year.

Prepared by: Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. Agreement A-8484
2. Presentation

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: October 1, 2022

(2) Vendor: Weck Laboratories, Inc.

(3) Services: Laboratory Analysis Testing Services

(4) Schedule of Services: See Scope of Work Exhibit

(5) Agreement Ending Date: September 30, 2023, subject to renewal for up to two consecutive one-year terms upon the written agreement of both parties for a maximum total contract term of three years.

(6) Total Agreement Amount: $1,700,000

(7) City's Project Manager: Eric Ngo / Richard Maria

(8) Vendor's Project Manager: Rahul Nair, Project Manager

(9) Insurance Coverage: INS-A

(10) What wages are required for this Project?

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

(11) Addresses for Notice:

FOR VENDOR:

Weck Laboratories, Inc.
Attn: Rahul Nair, Project Manager
14859 Clark Avenue
City of Industry, CA 91745

FOR CITY:

City of Oxnard
Attn: Eric Ngo, Laboratory Supervisor
Attn: Richard Maria, Water Regulatory Compliance Coordinator
305 West Third Street 3rd floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

rahul.nair@wecklabs.com

CITY'S PROJECT MANAGER

eric.ngo@oxnard.org / richard.maria@oxnard.org

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

☑ Scope of Services Exhibit
☑ Rates and Costs Exhibit
☑ Schedule of Services Exhibit
☑ Insurance Exhibit (INS-A)
☑ Living Wage Policy Exhibit
☐ Prevailing Wages Exhibit
☑ Iran Contracting Act Certification

AGREEMENT FOR TRADE SERVICES

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

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

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

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

4. Invoices. Vendor shall submit a payment request to City per services requested on each individual sets of Chain of Custody documents. Payment due within 30 days of invoice date. Invoices may be emailed to: invoices@oxnard.org.

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

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

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs,

including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

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

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

16. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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.

c. 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.

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

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

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

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

23. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the

United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

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

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

41. Iran Contracting Act Certification. In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

[Signatures on next page]

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

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

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

WECK LABORATORIES, INC.

Alfredo Pierri, President [2] Date

Cecelia Pierri, 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.

SCOPE OF SERVICES EXHIBIT

Laboratories shall hold State of California ELAP and National Environmental Laboratory Accreditation Program (NELAP) certificate. Include a copy of current laboratory licensure with the proposal. Subcontract laboratories must also hold accreditations. Any analysis being sent to a subcontract laboratory shall be noted within the final proposal.

General Specifications

Laboratory shall have a web-based client access portal and data reporting system.

Laboratory shall provide a dedicated project manager (familiar with State of California drinking water regulations and/or Environmental Protection Agency (EPA) and NPDES requirements) and key personnel.

Laboratory shall include a list/chart of all analysis methods with MDL, PQL and RDL.

Proposal shall include fees for data report rush turnaround and courier service, as well as courier availability (i.e. notification requirement for courier bottle delivery or sample pick up).

Laboratory shall maintain and preserve appropriate samples and sample extracts for at least thirty (30) calendar days after submission of the report of analysis, Metal analysis samples shall be held for 30 days after the submission of final report. Laboratory assumes full responsibility for the proper disposal of all test samples in accordance with State and Federal hazardous waste regulations.

Laboratory shall include its policy on reanalysis of samples for confirmation when necessary.

Laboratory shall provide the City with a copy of its quality assurance manual and that of any planned subcontract laboratories with the proposal and upon the event changes are made after award of the contract.
Final reports provided to the City shall include a copy of the Chain of Custody

Laboratory shall include an example final report in the proposal for City review.

Laboratory shall notify the City of any permit exceedances within 24 hours of discovery.

Standard turnaround time for reporting shall be 15 working days (with some at 20 or longer). For any analysis where this may not be feasible, laboratory must note standard turnaround time for specified analysis.

The City has a duty to report data to the State and may impose financial penalties (10% penalty per analysis that is five work days past the stated standard turnaround time) for late delivery of reports or failure to meet notification requirements.

- Failure to immediately notify the City of permit limit exceedance within 24 hours of discovery.
- Failure to immediately notify the City of QA/QC failures within 24 hours of discovery.

The City is required to meet compliance with all State and Federal requirements and limits must be met. Contract Laboratory must be able to update notification requirement limits when new limits are imposed on the City. It is anticipated that the City will be regulated under an updated Wastewater NPDES permit by Fall 2023. For reference, the City's current Wastewater NPDES permit and the State's current MCL and Secondary Standard limits are included in this package.

Drinking Water Quality Testing Requirements

The laboratory contracted for drinking water analyses should meet the following requirements:

- Drinking water analyses must be performed in accordance with the current California Regulations Related to Drinking Water Title 22 Code of Regulations and methods listed in Code of Federal Regulations, Title 40 Part 141 (40 CFR 141). Reporting limits must be below the established detection limits for the purposes of reporting (DLRs). The laboratory is responsible for updating their records when water quality limits are added or revised.
- Laboratory proposal should include a cost for group analysis (i.e. general minerals, general physicals, inorganics) and individual analyses. Include a cost for analyses marked "as needed."
- Laboratory should provide their policy on the re-analysis of samples.
- Ninety-five percent of the drinking water analyses listed in this RFP (excluding UCMR 4 and analyses designated "TBD") should be routinely conducted in-house without subcontracting.
- Provide the City with the appropriate sample containers with preservatives, coolers, trip blanks, sampling/environmental blanks as needed.
- Web-based client access portal and data reporting system.
- Must be able to provide EDT to the State's Safe Drinking Water Information System (SDWIS).
- Electronic data format (PDF, EDF, CSV, or Excel) of results to the City Water Department.
- Immediate MCL exceedance notifications via phone call and email to the appropriate contacts.
- Immediate notification via phone call and email to appropriate City contacts of any quality assurance/quality control (QA/QC) failures that impact City samples.
- Laboratory must be able to accommodate 3-day rush analyses of TTHMs.
- QA/QC report to be provided with analytical results.

Environmental Compliance Wastewater Testing Services

The laboratory contracted for environment compliance wastewater analyses should meet the following requirements:

- Analysis methods to be used by the laboratory. Analyses must be performed in accordance with methods listed in Code of Federal Regulations, Title 40 Part 136 (40 CFR 136).
- Provide sample containers with preservatives, coolers, trip blanks as needed. Contract Laboratory to provide sample transport services.
- Web-based client access portal and data reporting system.
- Electronic data format (PDF, EDF, and CSV, or Excel) of results to the City Water Department.
- Immediate notification (within 24 hours of discovery) via phone call and email to appropriate City contacts of any quality assurance/quality control (QA/QC) failures that impact City samples.
- QA/QC report to be provided with analytical results.

Wastewater Treatment Process and Biosolids Testing Services

The laboratory contracted for wastewater and biosolids analyses should meet the following requirements:

- Wastewater analysis must be performed in accordance with methods listed in Code of Federal Regulations, Title 40 Part 136 (40 CFR 136).
- Laboratories to provide a list with stated RDL capacity for each parameter.
- Provide sample containers with preservatives, coolers, trip blanks as needed free of charge.
- Contract Laboratory to provide sample transport services.
- Web-based client access portal and data reporting system
- Electronic data format (PDF, EDF, and CSV, or Excel) of results to the City Water Department.
- Immediate NPDES permit (NPDES NO. CA0054097) limit exceedance notifications via phone call and email to appropriate contacts

- Ability to conform to updated requirements issued by the state when new NPDES permit is issued to the City of Oxnard (estimated Fall 2023)
- Immediate notification via phone call and email to appropriate City contacts of any quality assurance/quality control (QA/QC) failures that impact City samples
- Laboratory must be able to accommodate rush analyses and reporting (As quickly as a total of 3 days for analysis and final report when practicable)
- QA/QC report to be provided with analytical results.

Recycled Water/Potable Reuse Testing Requirements
The laboratory contracted for Recycled Water/Potable Reuse water analyses should meet the following requirements:

- All laboratory analysis for recycled water contaminants having a primary or secondary MCL or notification level must be conducted using a drinking water method approved by DDW for the contaminant and conducted by a laboratory accredited by the State Water Board Environmental Laboratory Accreditation Program (ELAP) for the analytical method used.
- All analyses shall be required to be conducted in accordance with the latest edition of "Guidelines Establishing Test Procedures for Analysis of Pollutants" (40 CFR § 136) promulgated by the U.S. Environmental Protection Agency. (CCR Title 23, Section 2230). The Quality Assurance-Quality Control Program must conform to the USEPA Guidelines "Laboratory Documentation Requirements for Data Validation", January 1990, USEPA Region 9) or procedures approved by the Los Angeles Regional Water Quality Control Board.
- Samples shall be analyzed using analytical methods described in Section 141 of Title 40 of the Code of Federal Regulations (40 CFR § 141); or where no methods are specified for a given pollutant, by methods approved by DDW, the Regional Water Board and/or the State Water Board. Analytical methods that provide Minimum Reporting Levels (MRLs) lower than the limits prescribed in Waste Discharge Permit (Order R4-2020-0051, File No.08-070) or as low as possible that will provide reliable data.
- Specific analytes required as part of the 2018 Recycled Water Policy must be analyzed by laboratories that are approved by the DDW. Reporting limits must be below the established detection limits for the purposes of reporting (DLRs). The laboratory is responsible for updating their records when water quality limits are added or revised.
- Laboratory proposals should include a cost for group analysis (i.e. general minerals, general physicals, inorganics) and individual analyses. Include a cost for analyses marked "as needed."
- Laboratory should provide their policy on the re-analysis of samples.
- Provide the City with the appropriate sample containers with preservatives, coolers, and trip blanks as needed.
- Web-based client access portal and data reporting system.
- Electronic data format (PDF, EDF, and CSV, or Excel) of results to the City Water Department.
- Immediate MCL exceedance (from Sample Point EFF-001) notifications via phone call and email to the appropriate contacts.
- Immediate notifications on exceedances set forth in the Waste Discharge Permit (Order R4-2020-0051, File No.08-070)
- Immediate notification via phone call and email to appropriate City contacts of any quality assurance/quality control (QA/QC) failures that impact City samples.
- QA/QC report to be provided with analytical results. Samples shall be analyzed within allowable holding time limits as specified in 40 CFR § 141. All QA/QC analyses shall be conducted on the same dates the samples are analyzed.

Additional As Needed Testing

The City and awarded Laboratory/Laboratories shall cooperatively work together throughout the duration of the agreement. Any laboratory contracted with the City through this RFP process shall be able to accommodate any requested analysis/method/or notification change and imposed on the City through Permitting agencies.

RATES AND COSTS EXHIBIT

WATER DIVISION 251 SOUTH HAYES AVENUE									
SAMPLING FREQUENCY	**SAMPLE MATRIX**	**ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY**	**ESTIMATED NUMBER OF SAMPLES PER YEAR**	**ANALYSIS**	**METHOD**	**SUBCONTRACT LABORATORY**	**STANDARD TURN AROUND TIME**	**RUSH TURN AROUND**	**UNIT PRICE**
Weekly	Drinking	1	52	Langelier Index calculation only	Calculation		15	+	$10.00
Weekly	Drinking	1	52	Total Suspended Solids (TSS)	SM 2540D		15	+	$15.00
Weekly	Drinking	3	156	Nirite	EPA 353.2		15	+	$15.00
Weekly	Drinking	4	208	PH, Conductivity	SM 4500 EPA 120.1		15	+	$20.00
Weekly	Drinking	4	208	Manganese	EPA 200.7		15	+	$10.00
Weekly	Drinking	5	260	Fluoride	EPA 300.0		15	+	$15.00
Weekly	Drinking	6	312	Hardness as CaCO3	Calculation		15	+	$20.00
Weekly	Drinking	6	312	Sulfate	EPA 300.0		15	+	$15.00
Weekly	Drinking	7	364	Calcium	EPA 200.7		15	+	$10.00
Weekly	Drinking	7	364	Chloride	EPA 300.0		15	+	$15.00
Weekly	Drinking	7	364	Iron	EPA 200.7		15	+	$10.00
Weekly	Drinking	7	364	Magnesium	EPA 200.7		15	+	$10.00
Weekly	Drinking	7	364	Nitrate	EPA 353.2		15	+	$15.00
Weekly	Drinking	7	364	Sodium	EPA 200.7		15	+	$10.00
Weekly	Drinking	7	364	Total Dissolved Solids (TDS)	SM 2540		15	+	$15.00
Weekly	Drinking	43	2236	Coliforms P/A	SM 9223		15	+	$15.00
Monthly	Drinking	7	84	Alkalinity	SM 2320B		15	+	$15.00
Monthly	Drinking	7	84	Fluoride	EPA 300.0		15	+	$15.00
Monthly	Drinking	7	84	Nirite	EPA 353.2		15	+	$15.00
Monthly	Drinking	10	120	Methyl Tertiary Butyl Ether (MTBE)	EPA 524.2		15	+	$50.00
Monthly	Drinking	10	120	Nitrate	EPA 300.0		15	+	$15.00
Quarterly	Drinking	3	12	Uranium	EPA 200.8		15	+	$20.00
Quarterly	Drinking	8	32	Trihalomethanes	EPA 524.2		15	+	$50.00
Quarterly	Drinking	8	32	Haloacetic Acids	EPA 552.2		15	+	$75.00
Quarterly	Drinking	10	40	Calcium	EPA 200.7		15	+	$10.00
Quarterly	Drinking	12	48	1, 2, 3 Trichloropropane (1,2,3 TCP)	SRL 524M		15	+	$65.00
Annual	Drinking	1	1	Strontium 90	EPA 905.0	Pace-PA	20	not available	$135.00
Annual	Drinking	1	1	Tritium	EPA 906.0	Pace-PA	20	not available	$70.00
Annual	Drinking	7	7	Gross Alpha Radioactivity	EPA 900.0		15	+	$40.00
Annual	Drinking	7	7	Gross Beta Radioactivity	EPA 900.0		15	+	$40.00

SAMPLING FREQUENCY	SAMPLE MATRIX	ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY	ESTIMATED NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Annual	Drinking	7	7	Radium 226	EPA 903.0	Pace-PA	20	not available	$110.00
Annual	Drinking	7	7	Radium 228	EPA 904.0	Pace-PA	20	not available	$110.00
Annual	Drinking	10	10	General Mineral	Various		15	+	$125.00
Annual	Drinking	10	10	General Physical	Various		15	+	$30.00
Annual	Drinking	10	10	Inorganics	Various		15	+	$125.00
Annual	Drinking	10	10	Perchlorate	EPA 314.1		15	+	$40.00
Annual	Drinking	10	10	Radiologicals	Various	Not defined in Oxnard IPR List		+	
Annual	Drinking	10	10	Synthetic Organics Compounds	EPA 500 Series 1613		15	+	$880.00
Annual	Drinking	10	10	Volatile Organics Compounds	EPA 524.2		15	+	$80.00
Annual	Drinking	11	11	Aggressive Index calculation only	Calculation		15	+	$10.00
Annual	Drinking	11	11	Asbestos	EPA 600 R-94 / 134	EMSL-LAT	20	not available	$170.00
If Needed	Drinking	1	1	Acute Toxicity	96 Hours	ABC Labs	20	not available	$400.00
If Needed	Drinking	5	5	BOD 5	SM 5210B		15	+	$45.00
If Needed	Drinking	5	5	Settable Solids	SM 2540		15	+	$12.00
If Needed	Drinking	5	5	Turbidity	EPA 180.1		15	+	$12.00
If Needed	Drinking	3 Entry Point 1 Maximum Resident		List 1 UCMR 3-7 VOC	EPA 524.3				n/a
If Needed	Drinking	3 Entry Point 1 Maximum Resident		List 1 UCMR 3-1 SOC	EPA 522				n/a
If Needed	Drinking	3 Entry Point 1 Maximum Resident		List 1 UCMR 3-6 Metals	EPA 200.8 REV 5.4				n/a
If Needed	Drinking	3 Entry Point 1 Maximum Resident		List 1 UCMR 3-1 Oxyhalide Anion	EPA 300.1				n/a
If Needed	Drinking	3 Entry Point 1 Maximum Resident		List 1 UCMR 3-6 Perflourinated Compounds	EPA 537 REV 1.1				n/a
If Needed	Drinking	3 Entry Point 1 Maximum Resident		List 2 UCMR 3-7 Horomones	EPA 539				n/a

SAMPLING FREQUENCY	SAMPLE MATRIX	ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY	ESTIMATED NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
If Needed	Drinking	3 Entry Point 1 Maximum Resident		List 1 UCMR 5 Per- and Polyfluoroalkyl Substances	EPA 533		20	+	$300.00
If Needed	Drinking	3 Entry Point 1 Maximum Resident		11-chloroeicosafdluoro-3oxaundecane – 1 sulfonic acid (11Cl-PF3OUdS	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		9chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9Cl-PF3ONS)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		4,8-dioxa-3H-perfluorononanoic acid (ADONA)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		hexafluoropropylene oxide dimer acid (HFPO DA)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		nonafluoro-3,6-dioxaheptanoic acid (NFDHA)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluorobutanoic acid (PFBA)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluorobutanesulfonic acid (PFBS)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		1H,1H,2H,2H-perfluorodecane sulfonic acid (8:2FTS)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluorodecanoic acid (PFDA)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluorododecanoic acid (PFDoA)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluoro(2-ethoxyethane) sulfonic acid (PFEESA)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluoroheptanesulfonic acid (PFHpA)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		1H,1H,2H,2H-perfluorohexane sulfonic acid (4:2FTS)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluorohexane sulfonic acid (PFHxS)	EPA 533			+	incl EPA 533

SAMPLING FREQUENCY	SAMPLE MATRIX	ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY	ESTIMATED NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluoro-3-methoxypropanoic acid (PFMPA)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluoro-4-methoxybutanoic acid (PFMBA)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluorononanoic acid (PFNA)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		1H,1H,2H,2H-perfluorooctane sulfonic acid (6:2FTS)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluorooctanesulfonic acid (PFOS)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluorooctanoic acid (PFOA)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluoropentanoic acid (PFPeA)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluoropentanesulfonic acid (PFPeS)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluoroundecanoic acid (PFUnA)	EPA 533			+	incl EPA 533
If Needed	Drinking	3 Entry Point 1 Maximum Resident		UCMR 5	EPA 537.1		20	+	$250.00
If Needed	Drinking	3 Entry Point 1 Maximum Resident		N-ethyl perflorooctanesulfonamidoacetic acid (NEtFOSAA)	EPA 537.1			+	incl EPA 537.1
If Needed	Drinking	3 Entry Point 1 Maximum Resident		N-methyl perfluorooctanesulfonamidoacetic acid (NMeFOSAA)	EPA 537.1			+	incl EPA 537.1
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluorotetradecanoic acid (PFTA)	EPA 537.1			+	incl EPA 537.1
If Needed	Drinking	3 Entry Point 1 Maximum Resident		perfluorotridecanoic acid (PFTrDA)	EPA 537.1			+	incl EPA 537.1
If Needed	Drinking	3 Entry Point 1 Maximum Resident		List 3 UCMR 5 Metals	EPA 200.7				n/a
If Needed	Drinking	3 Entry Point 1 Maximum Resident		UCMR5 Metals - Lithium	EPA 200.7		20	+	$30.00
UCMR5 Field Blanks billed as samples					Excludes UCMR5 as number of samples is unknown				

SOURCE CONTROL 6001 PERKINS ROAD									
SAMPLING FREQUENCY	**SAMPLE MATRIX**	**ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY**	**ESTIMATED NUMBER OF SAMPLES PER YEAR**	**ANALYSIS**	**METHOD**	**SUBCONTRACT LABORATORY**	**STANDARD TURN AROUND TIME**	**RUSH TURN AROUND**	**UNIT PRICE**
Monthly	Non-Potable	2	24	Boron	EPA 200.8		15	+	$10.00
Bi-Monthly	Non-Potable	1	6	PCBs	EPA 608.3		15	+	$90.00
Bi-Monthly	Non-Potable (1)	1	6	Chlorinated Pesticides-By-Products+Mirex	EPA 608.3		15	+	included
Bi-Monthly	Non-Potable	1	6	Group Metals: Cadmium, Total Chromium, Copper, Lead, Nickel, Silver, and Zinc	EPA 6010B + EPA 7471A		15	+	$70.00
Bi-Monthly	Non-Potable	1	6	Dioxins-High Resolution Resolution-Full List	EPA 1613B		20	not available	$525.00
Bi-Monthly	Non-Potable (2)	1	6	Volatiles Organics-Full List	EPA 624.1		15	+	$100.00
Bi-Monthly	Non-Potable	1	6	Semivolatiles Organics-Full List	EPA 625.1		15	+	$160.00
Bi-Monthly	Non-Potable	1	6	Total Cyanide	EPA 335.4		15	+	$35.00
Mark up on Rush Samples **Notes:** **(1)Include 2,4-DDD, 2,4-DDE, 2,4-DDT, 4,4-DDD, 4,4-DDE, and 4,4-DDT** **(2)Sample for 624.1 is unpreserved. Include Acrolein, Acrylonitrile, and 2-Chloroethyl vinyl ether**						%			

WASTEWATER TREATMENT PLANT 6001 PERKINS ROAD									
SAMPLING FREQUENCY	**SAMPLE MATRIX**	**ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY**	**ESTIMATED NUMBER OF SAMPLES PER YEAR**	**ANALYSIS**	**METHOD**	**SUBCONTRACT LABORATORY**	**STANDARD TURN AROUND TIME**	**RUSH TURN AROUND**	**UNIT PRICE**
Monthly	Non-Potable	1	12	PCBs	EPA 608.3		15	+	$90.00
Monthly	Non-Potable (2)	1	12	Chlorinated Pesticides-By-Products+Mirex	EPA 608.3		15	+	included
Monthly	Non-Potable	2	24	TKN (Total Kjeldahl Nitrogen)	EPA 351.2		15	+	$35.00
Monthly	Non-Potable	1	12	TOC (Total Organic Carbon)	SM-5310C		15	+	$40.00
Monthly	Sludge (1)	1	12	Group Metals: Arsenic, Cadmium, Total Chromium, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, and Zinc	EPA 6010B + EPA 7471A		15	+	$105.00
Monthly	Sludge (1)	1	12	TKN (Total Kjeldahl Nitrogen)	EPA 351.2		15	+	$40.00
Monthly	Sludge (1)	1	12	% Moisture	Calculated		15	+	$10.00
Quarterly	Non-Potable	2	8	Dioxins-High Resolution Resolution-Full List	EPA 1613B		20	not available	$525.00
Quarterly	Non-Potable	2	8	PCB Congeners	GCMS-SIM		15	+	$275.00
Quarterly	Non-Potable	1	4	PCBs	EPA 608.3		15	+	$90.00
Quarterly	Non-Potable (2)	1	4	Chlorinated Pesticides-By-Products+Mirex	EPA 608.3		15	+	included
Quarterly	Non-Potable	2	8	Gross Alpha and Beta	EPA 900.0		15	+	$80.00

SAMPLING FREQUENCY	SAMPLE MATRIX	ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY	ESTIMATED NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Semiannual	Sludge (1)	1	2	Dioxins-High Resolution Resolution-Full List	EPA 8290A	Pace-MN	20	not available	$525.00
Semiannual	Sludge (1)	1	2	Group Metals: Antimony, Arsenic, Beryllium, Cadmium, Total Chromium, Copper, Mercury, Lead, Molybdenum, Nickel, Selenium, Silver, Thallium, and Zinc	EPA 6010B + EPA 7471A		15	+	$145.00
Semiannual	Sludge (1)	1	2	Total Cyanide	EPA 9012		15	+	$40.00
Semiannual	Sludge (1)	1	2	PCBs	EPA 8082		15	+	$90.00
Semiannual	Sludge (1,2)	1	2	Chlorinated Pesticides-By-Products+ Mirex	EPA 8081A		15	+	included
Semiannual	Sludge (1)	1	2	Semivolatiles Organics-Full List	EPA 8270C		15	+	$160.00
Semiannual	Sludge (1)	1	2	Volatiles Organics-Full List	EPA 8260B		15	+	$100.00
Semiannual	Non-Potable (4)	2	4	Volatiles Organics-Full List	EPA 624.1		15	+	$100.00
Semiannual	Non-Potable	2	4	Semivolatiles Organics-Full List	EPA 625.1		15	+	$160.00
Semiannual	Non-Potable	2	4	Hexavalent Chromium	EPA 218.6		15	+	$40.00
Semiannual	Non-Potable	2	4	Tributyltin	Krone, et al, 1989 in Water		15	+	$200.00
Semiannual	Non-Potable	2	4	Total Cyanide	EPA 335.4		15	+	$35.00

SAMPLING FREQUENCY	SAMPLE MATRIX	ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY	ESTIMATED NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Semiannual	Non-Potable	2	4	Group Metals: Antimony, Arsenic, Beryllium, Cadmium, Total Chromium, Copper, Mercury, Lead, Nickel, Selenium, Silver, Thallium, and Zinc	EPA 200.8		15	+	$135.00
Annual	Non-Potable	1	1	Group Metals: Cadmium, Total Chromium, Copper, Lead, Nickel, Silver, and Zinc	EPA 200.8		15	+	$70.00
Quarterly	Sludge (3)	1	4	Dioxins-High Resolution Resolution-Full List	EPA 8290A	Pace-MN	20	not available	$525.00
Quarterly	Sludge (3)	1	4	PCBs	EPA 8082		15	+	$80.00
Quarterly	Sludge (2,3)	1	4	Chlorinated Pesticides-By-Products+Mirex	EPA 8081A		15	+	included
Quarterly	Sludge (3)	1	4	Group Metals: Potassium, Boron	EPA 6010B		15	+	$20.00
Quarterly	Sludge (3)	1	4	CCR Metals	EPA 6010B + EPA 7471A		15	+	$175.00
Quarterly	Sludge (3)	1	4	17 STLC (WET) CCR Metals	EPA 6010B + EPA 7471A		15	+	$275.00
Mark up on Rush Samples						%			

Notes:
(1) Report in Dry Weight
(2)Include 2,4-DDD, 2,4-DDE, 2,4-DDT, 4,4-DDD, 4,4-DDE, and 4,4-DDT
(3) Report in Wet Weight
(4)Sample for 624.1 is unpreserved. Include Acrolein, Acrylonitrile, and 2-Chloroethyl vinyl ether

ADVANCED WATER PURIFICATION FACILITY 5700 PERKINS ROAD									
SAMPLING FREQUENCY	**SAMPLE MATRIX**	**ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY**	**ESTIMATED NUMBER OF SAMPLES PER YEAR**	**ANALYSIS**	**METHOD**	**SUBCONTRACT LABORATORY**	**STANDARD TURN AROUND TIME**	**RUSH TURN AROUND**	**UNIT PRICE**
Daily	Non-Potable	1	365	Settleable Solids	SM 2540 F		15	+	$10.00
Weekly	Non-Potable	1	52	Total Suspended Solids	SM 2540 D		15	+	$15.00
Weekly	Non-Potable	1	52	5 day Biochemical Oxygen Demand (BOD_5)	SM 5210 B		15	+	$45.00
Daily	Non-Potable	1	365	Total Coliforms (P/A)	SM 9223B		15	+	$10.00
Twice per week	Non-Potable	1	104	Ammonia as N	EPA 350.1 or SM 4500-NH3 C		15	+	$30.00
Twice per week	Non-Potable	1	104	Nitrate as N	EPA 353.2		15	+	$15.00
Twice per week	Non-Potable	1	104	Nitrite as N	EPA 353.2		15	+	$15.00
Monthly	Non-Potable	1	12	Copper	EPA 200.5 or 200.7 or 200.8 or 200.9 or SM 3111 B or 3113 B or 3120 B		15	+	$10.00
Monthly	Non-Potable	1	12	Lead	EPA 200.5 or 200.8 or 200.9 or SM3113 B		15	+	$10.00
Monthly	Non-Potable	1	12	Chromium VI	EPA 218.6 or 218.7		15	+	$40.00
Monthly	Non-Potable	1	12	Inorganic Chemicals per Title 22, §64431 Table 64431-A includes Asbestos & Perchlorate	Multiple Valid Methods, See Spreadsheet Attached		15	+	$385.00
Monthly	Non-Potable	1	12	Volatile Organic Chemicals per Title 22, §64444 Table 64444-A – section a)	EPA 524.2		15	+	$80.00

SAMPLING FREQUENCY	SAMPLE MATRIX	ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY	ESTIMATED NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Monthly	Non-Potable	1	12	Non-Volatile Synthetic Organic Chemicals per Title 22, §64444 Table 64444-A – section b)	Multiple Valid Methods, See Spreadsheet Attached		15	+	$880.00
Monthly	Non-Potable	1	4	General Minerals & Inorganic Chemicals (Ca, K, Na, total hardness)	See attached spreadsheet		15	+	$40.00
Monthly	Non-Potable	1	12	Disinfection By-Products per Title 22 §64533 Table 64533-A THM+HAA5 +Chlorite+ Bromate	Multiple Valid Methods, See Spreadsheet Attached		15	+	$220.00
Monthly	Non-Potable	1	12	Gross Alpha (only)	EPA 900.0		15	+	$40.00
Monthly	Non-Potable	1	12	Gross Beta - EPA 900.0	EPA 900.0		15	+	$40.00
Monthly	Non-Potable	1	12	Strontium-90	EPA 900.0		20	not available	$135.00
Monthly	Non-Potable	1	12	Uranium (pCi/L) - EPA 200.8	EPA 200.8		15	+	$20.00
Monthly	Non-Potable	1	12	Combined Radium-226 and Radium 228	EPA 903.1+904.0		20	not available	$220.00
Monthly	Non-Potable	1	12	Tritium (pCi/L)	EPA 906		20	not available	$70.00
Quarterly	Non-Potable	1	4	Total Dissolved Solids	SM 2540 C		15	+	$15.00
Quarterly	Non-Potable	1	4	Sulfate	EPA 300.1		15	+	$15.00
Quarterly	Non-Potable	1	4	Chloride	EPA 300.1		15	+	$15.00

SAMPLING FREQUENCY	SAMPLE MATRIX	ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY	ESTIMATED NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Yearly	Non-Potable	1	1	Secondary MCLs per §64449 Tables 64449A and 64449B (not including compounds sampled elsewhere)	Multiple Valid Methods, See Spreadsheet Attached		15	+	$105.00
Monthly	Non-Potable	1	12	Notification Levels (see spreadsheet – note NDMA and 1,4 Dioxane are reported separately)	Multiple Valid Methods, See Spreadsheet Attached		15	+	$1,075.00
Quarterly	Non-Potable	1	4	Priority Toxic Pollutants(1)	Multiple Vali Methods, See Spreadsheet Attached		15	+	$405.00
Monthly	Non-Potable	1	12	1,4 Dioxane(2)	EPA 522		15	+	$160.00
Monthly	Non-Potable	3	36	NDMA(2)	EPA 521		15	+	$190.00
Quarterly	Non-Potable	1	4	NMOR(2)	EPA 521		15	+	included
Monthly	Non-Potable	3	36	Sucralose(2)	EPA 1694		15	+	$300.00
Monthly	Non-Potable	3	36	Sulfamethoxazole(2)	EPA 1694		15	+	$300.00
Monthly	Non-Potable	1	12	PFOS and PFOA(2)	EPA 537.1		15	+	$225.00
Monthly	Non-Potable	3	12	Electrical Conductivity (2)	SM 2510B		15	+	$10.00
Weekly (& Monthly)	Non-Potable	2 (1)(3)	116	Total Organic Carbon (2)	SM 5310 B		15	+	$40.00
Quarterly	Non-Potable	1	4	Estrogen receptor-α(2)	_(4)	Trussell Technologies	60	not available	$2,000.00
Quarterly	Non-Potable	1	4	Aryl hydrocarbon Receptor (2)	_(4)	BioDetection Systems BV	60	not available	$3,500.00
Mark up on Rush Samples						%			

Notes:
(1) Methods with the lowest possible detection limit are requested due to very low levels allowable for priority toxic pollutants.
(2) Laboratory must have a DDW method approval letter for analysis of compounds per the recycled water policy or be able to gain method approval prior to contract commencement. Methods stated are guidance only and even if used must be approved by CA DDW. Alternate methods can be used if granted DDW approval for use as part of the Recycled water policy - https://www.waterboards.ca.gov/water_issues/programs/recycled_water/policy.html
(3) Additional sample point will be measured monthly, so 2 x 52 samples plus 12 samples per year.
(4) There is no standard method for the bioanalytical screening tool assays. Laboratories should develop an SOP consistent with National Water Reuse Guidance and have this SOP and method approved by DDW.

ADVANCED WATER PURIFICATION FACILITY-INJECTION WELLS (MW-1D, MW-1M, MW-1S, MW-2, MW-3)									
SAMPLING FREQUENCY	**SAMPLE MATRIX**	**ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY**	**ESTIMATED NUMBER OF SAMPLES PER YEAR**	**ANALYSIS**	**METHOD**	**SUBCONTRACT LABORATORY**	**STANDARD TURN AROUND TIME**	**RUSH TURN AROUND**	**UNIT PRICE**
Quarterly	Non-Potable	5	20	General Minerals	Varies		15	+	$175.00
Quarterly	Non-Potable	5	20	Inorganic Chemicals	Varies		15	+	$175.00
Quarterly	Non-Potable	5	20	General Physical (Title 22)	Varies		15	+	$30.00
Quarterly	Non-Potable	5	20	1,4-Dioxane - GCMS	EPA 827M		15	+	$160.00
Quarterly	Non-Potable	5	20	1,2,3-Trichloropropane (TCP) - GCMS-SIM	SRL 524M-TCP		15	+	$65.00
Quarterly	Non-Potable	5	20	EPA 625 - Semivolatile Organic Compounds	EPA 625		15	+	$160.00
Quarterly	Non-Potable	5	20	EPA 556 - Formaldehyde only	EPA 556		15	+	$180.00
Quarterly	Non-Potable	5	20	Bromate - EPA 300.1	EPA 300.1		15	+	$35.00
Quarterly	Non-Potable	5	20	Chlorate - EPA 300.1	EPA 300.1		15	+	$35.00
Quarterly	Non-Potable	5	20	Chlorite - EPA 300.1	EPA 300.1		15	+	$35.00
Quarterly	Non-Potable	5	20	EPA 531.1 - Carbamates	EPA 531.1		15	+	$85.00
Quarterly	Non-Potable	5	20	EPA 508 - Organochlorine Pesticides & PCBs	EPA 508		15	+	$85.00
Quarterly	Non-Potable	5	20	EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3		15	+	$85.00
Quarterly	Non-Potable	5	20	Oil and Grease - EPA 1664A	EPA 1664A		15	+	$35.00
Quarterly	Non-Potable	5	20	EPA 549.2 - Diquat	EPA 549.2		15	+	$85.00
Quarterly	Non-Potable	5	20	EPA 548.1 - Endothall	EPA 548.1		15	+	$85.00

SAMPLING FREQUENCY	SAMPLE MATRIX	ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY	ESTIMATED NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Quarterly	Non-Potable	5	20	EPA 8330A - Explosives	EPA 8330A		15	+	$225.00
Quarterly	Non-Potable	5	20	524.3 - Fumigants (EDB, DBCP)	EPA 524.3		15	+	$50.00
Quarterly	Non-Potable	5	20	EPA 547 - Glyphosate	EPA 547		15	+	$85.00
Quarterly	Non-Potable	5	20	EPA 8015B - Glycol	EPA 8015B		15	+	$130.00
Quarterly	Non-Potable	5	20	EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2		15	+	$90.00
Quarterly	Non-Potable	5	20	Boron - EPA 200.8	EPA 200.8		15	+	$10.00
Quarterly	Non-Potable	5	20	Vanadium - EPA 200.8	EPA 200.8		15	+	$10.00
Quarterly	Non-Potable	5	20	Nitrosoamines low-level - EPA 1625M	EPA 1625M		15	+	$190.00
Quarterly	Non-Potable	5	20	Perchlorate - EPA 314.0	EPA 314.0		15	+	$40.00
Quarterly	Non-Potable	5	20	PFCs in water by LC/MS	EPA 537M		15	+	$275.00
Quarterly	Non-Potable	5	20	Polybrominated Diphenyl Ethers (PBDEs) - EPA 1614M	GC/MS SIM		15	+	$250.00
Quarterly	Non-Potable	5	20	PPCP - EPA 1694 List A	EPA 1694M		15	+	$300.00
Quarterly	Non-Potable	5	20	PPCP - EPA 1694 List B	EPA 1694M		15	+	$300.00
Quarterly	Non-Potable	5	20	PPCP - EPA 1694 List C	EPA 1694M		15	+	$300.00

SAMPLING FREQUENCY	SAMPLE MATRIX	ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY	ESTIMATED NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Quarterly	Non-Potable	5	20	PPCP - Hormones by LCMSMS-APCI+	EPA 1694M		15	+	included
Quarterly	Non-Potable	5	20	Alkyl Phenols by GCMS D7065	ASTM D7065		15	+	$250.00
Quarterly	Non-Potable	5	20	Pyrethroid Pesticides by GC/MS SIM	GC/MS NCI-SIM		15	+	$225.00
Quarterly	Non-Potable	5	20	Gross Alpha - EPA 900.0	EPA 900.0		15	+	$40.00
Quarterly	Non-Potable	5	20	Gross Beta - EPA 900.0	EPA 900.0		15	+	$40.00
Quarterly	Non-Potable	5	20	Uranium (pCi/L) - EPA 200.8	EPA 200.8		15	+	$20.00
Quarterly	Non-Potable	5	20	EPA 525.2 - Semivolatile Organics - extended	EPA 525.2		15	+	$200.00
Quarterly	Non-Potable	5	20	EPA 525.2 Mod - OPP low-level	EPA 525.2M		15	+	$190.00
Quarterly	Non-Potable	5	20	Dioxin 2378TCDD - EPA 1613B-ATP	EPA 1613B		20	+	$190.00
Quarterly	Non-Potable	5	20	Asbestos, water - TEM	EPA 100.2		15	+	$170.00
Quarterly	Non-Potable	5	20	Radium-226	EPA Ra-05		20	+	$110.00
Quarterly	Non-Potable	5	20	Radium-228	EPA Ra-05		20	+	$110.00
Quarterly	Non-Potable	5	20	Strontium-90	EPA 905.0		20	+	$135.00
Quarterly	Non-Potable	5	20	Tritium	EPA 906.0		20	+	$70.00
Quarterly	Non-Potable	5	20	EPA 524.2 – TBA	EPA 524.2		15	+	$60.00
Quarterly	Non-Potable	5	20	EPA 524.2 - Volatile Organic Compounds	EPA 524.2		15	+	$80.00
Quarterly	Non-Potable	5	20	EPA 624 - Volatile Organic Compounds	EPA 624		15	+	$100.00
Mark up on Rush Samples						%			

ADVANCED WATER PURIFICATION FACILTY WETLANDS PROJECT IN PARTNERSHIP WITH THE BUREAU OF RECLAMATION 5700 PERKINS ROAD									
SAMPLING FREQUENCY	**SAMPLE MATRIX**	**ESTIMATED NUMBER OF SAMPLE PER SAMPLING FREQUENCY**	**ESTIMATED NUMBER OF SAMPLES PER YEAR**	**ANALYSIS**	**METHOD**	**SUBCONTRACT LABORATORY**	**STANDARD TURN AROUND TIME**	**RUSH TURN AROUND**	**UNIT PRICE**
Monthly	Non-Potable	12	12	Alkalinity	*		15	+	$15.00
Monthly	Non-Potable	12	12	Aluminum	*		15	+	$10.00
Monthly	Non-Potable	12	12	Arsenic	*		15	+	$10.00
Monthly	Non-Potable	12	12	Barium	*		15	+	$10.00
Monthly	Non-Potable	12	12	Beryllium	*		15	+	$10.00
Monthly	Non-Potable	12	12	Boron	*		15	+	$10.00
Monthly	Non-Potable	12	12	Bromide	*		15	+	$35.00
Monthly	Non-Potable	12	12	Cadmium	*		15	+	$10.00
Monthly	Non-Potable	12	12	Calcium	*		15	+	$10.00
Monthly	Non-Potable	12	12	Chemical Oxygen Demand (COD)	*		15	+	$40.00
Monthly	Non-Potable	12	12	Chromium	*		15	+	$10.00
Monthly	Non-Potable	12	12	Chloride	*		15	+	$15.00
Monthly	Non-Potable	12	12	Copper	*		15	+	$10.00
Monthly	Non-Potable	12	12	Fluoride	*		15	+	$15.00
Monthly	Non-Potable	12	12	Iron	*		15	+	$10.00
Monthly	Non-Potable	12	12	Magnesium	*		15	+	$10.00
Monthly	Non-Potable	12	12	Manganese	*		15	+	$10.00
Monthly	Non-Potable	12	12	Oil and Grease	*		15	+	$35.00

SAMPLING FREQUENCY	SAMPLE MATRIX	ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY	ESTIMATED NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Monthly	Non-Potable	12	12	Potassium	*		15	+	$10.00
Monthly	Non-Potable	12	12	Selenium	*		15	+	$10.00
Monthly	Non-Potable	12	12	Strontium	EPA 200.8		15	+	$10.00
Monthly	Non-Potable	12	12	Sulfate	*		15	+	$15.00
Monthly	Non-Potable	12	12	Thallium	*		15	+	$10.00
Monthly	Non-Potable	12	12	Zinc	*		15	+	$10.00
Mark up on Rush Samples						%			

Notes:
* The BOR has not provided specific method requirements for requested analysis
Wetland Project testing anticipated to end by March 2024

AQUIFER STORAGE and RECOVERY (ASR) MONITORING WELLS									
SAMPLING FREQUENCY	**SAMPLE MATRIX**	**ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY**	**ESTIMATED NUMBER OF SAMPLES PER YEAR**	**ANALYSIS**	**METHOD**	**SUBCONTRACT LABORATORY**	**STANDARD TURN AROUND TIME**	**RUSH TURN AROUND**	**UNIT PRICE**
Quarterly		5	20	General Mineral	Varies		15	+	$175.00
Quarterly		5	20	Inorganic Chemicals	Varies		15	+	$175.00
Quarterly		5	20	General Physical (Title 22)	Varies		15	+	$30.00
Quarterly		5	20	1,4 Dioxane - GCMS	EPA 522		15	+	$160.00
Quarterly		5	20	1,2,3 Trichloropropane (TCP) GCMS-SIM	SRL 524M - TCP		15	+	$65.00
Quarterly		5	20	Semivolatile Organic Compounds	EPA 625		15	+	$160.00
Quarterly		5	20	Formaldehyde	EPA 556		15	+	$180.00
Quarterly		5	20	Bromate	EPA 300.1		15	+	$35.00
Quarterly		5	20	Chlorate	EPA 300.1		15	+	$35.00
Quarterly		5	20	Chlorite	EPA 300.1		15	+	$35.00
Quarterly		5	20	Carbamates	EPA 531.1		15	+	$85.00
Quarterly		5	20	Organochlorine Pesticides & PCB's	EPA 508		15	+	$85.00
Quarterly		5	20	Chlorinated Acid Herbicides	EPA 515.3		15	+	$85.00
Quarterly		5	20	Oil and Grease	EPA 1664A		15	+	$35.00
Quarterly		5	20	Diquat	EPA 549.2		15	+	$85.00
Quarterly		5	20	Endothall	EPA 548.1		15	+	$85.00
Quarterly		5	20	Explosives	EPA 8330A		15	+	$225.00
Quarterly		5	20	Fumigants (EDB, DBCP)	EPA 524.3		15	+	$50.00
Quarterly		5	20	Glyphosate	EPA 547		15	+	$85.00
Quarterly		5	20	Glycol	EPA 8015B		15	+	$130.00
Quarterly		5	20	Haloacetic Acids (HAA5)	EPA 552.2		15	+	$75.00
Quarterly		5	20	Boron	EPA 200.8		15	+	$10.00
Quarterly		5	20	Vanadium	EPA 200.8		15	+	$10.00
Quarterly		5	20	Nitrosoamines low-level	EPA 521		15	+	$190.00
Quarterly		5	20	Perchlorate	EPA 314.0		15	+	$40.00
Quarterly		5	20	PFC's in Water by LC/MS	EPA 537.1		15	+	$275.00
Quarterly		5	20	Polybrominated Diphenyl Ethers (PBDE's)	EPA 1614M		15	+	$250.00

SAMPLING FREQUENCY	SAMPLE MATRIX	ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY	ESTIMATED NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Quarterly		5	20	PPCP - EPA 1694 List A	EPA 1694M		15	+	$300.00
Quarterly		5	20	PPCP - EPA 1694 List B	EPA 1694M		15	+	$300.00
Quarterly		5	20	PPCP - EPA 1694 List C	EPA 1694M		15	+	$300.00
Quarterly		5	20	PPCP - Hormones by LCMSMS-APCI+	EPA 1694M		15	+	included
Quarterly		5	20	Alkyl Phenols by GCMS	ASTM D7065		15	+	$250.00
Quarterly		5	20	Pyrethroid Pesticides by GC/MS Sim	GC/MS NCI-SIM		15	+	$225.00
Quarterly		5	20	Gross Alpha	EPA 900.0		15	+	$40.00
Quarterly		5	20	Gross Beta	EPA 900.0		15	+	$40.00
Quarterly		5	20	Uranium (pCi/L)	EPA 200.8		15	+	$20.00
Quarterly		5	20	Semivolatile Organics - Extended	EPA 525.2		15	+	$200.00
Quarterly		5	20	Mod-OPP low-level	EPA 525.2M		15	+	$190.00
Quarterly		5	20	Dioxin 2378TCDD-	EPA 1613B		20	+	$190.00
Quarterly		5	20	Asbestos, Water-TEM	EPA 100.2		15	+	$170.00
Quarterly		5	20	Radium - 226	EPA 903.1		20	+	$110.00
Quarterly		5	20	Radium - 228	EPA 904.0		20	+	$110.00
Quarterly		5	20	Strontium - 90	EPA 905.0		20	+	$135.00
Quarterly		5	20	Tritium	EPA 906.0		20	+	$70.00
Quarterly		5	20	EPA 524.2 - TBA	EPA 524.2		15	+	$60.00
Quarterly		5	20	Volatile Organic Compounds	EPA 524.2		15	+	$80.00
Quarterly		5	20	Bacteriological Coliform and E.Coli	SM 9223B		15	+	$30.00
Quarterly		5	20	Hexavalent Chromium	EPA 218.6		15	+	$40.00
Quarterly		5	20	Dissolved Oxygen	EPA 360.1		15	+	$30.00
Quarterly		5	20	Oxidation Reduction Potential	ASTM D1498		15	+	$35.00

SAMPLING FREQUENCY	SAMPLE MATRIX	ESTIMATED NUMBER OF SAMPLES PER SAMPLING FREQUENCY	ESTIMATED NUMBER OF SAMPLES PER YEAR	ANALYSIS	METHOD	SUBCONTRACT LABORATORY	STANDARD TURN AROUND TIME	RUSH TURN AROUND	UNIT PRICE
Quarterly		5	20	Hydrogen Sulfide	EPA 150.1 / SM 4500SH/ CAL		15	+	$30.00
Quarterly		5	20	Specific Conductance	SM 2510B		15	+	$10.00
Mark up on Rush Samples *** Sample frequency may change once State requirements for sampling become official.**						%			
Courier on Tuesday/Wednesday			No Charge						
Courier on other than Tues./Weds.			$200						
+ RUSH SURCHARGES (available as capacity permits)									
same workday 150%									
1 workday 100%									
2 to 3 workdays 75%									
4 to 5 workdays 30%									
all TATs listed are in working days									

The period of performance anticipated for this agreement shall be for three years, renewable in one-year increments beginning October 1, 2022, or effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services. Updated annual pricing must be submitted to the City in writing, no later than the July 1st preceding the renewal date. Increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on a 12-month CPI-U for May.

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goodsor services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed,that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engagingin investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty milliondollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submita proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attachdocumentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of _____ in the State of _____

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

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

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
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 _____

Rev. 6/22

LIVING WAGE POLICY EXHIBIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2021

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.89 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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.

c. 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.

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

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is 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 currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

SCHEDULE OF SERVICES EXHIBIT

LABORATORY ANALYSIS TESTING SCHEDULE	
DIVISION	**LOCATION**
Water Division	251 S Hayes Avenue, Oxnard. CA
Source Control	6001 Perkins Road, Oxnard, CA
OWTP/Oxnard Water Treatment Plant	6001 Perkins Road, Oxnard, CA
AWPF/Advanced Water Purification Facility	5700 Perkins Road, Oxnard, CA
ASR Monitoring Wells	See attached location map
AWPF Wetlands	5700 Perkins Road, Oxnard, CA
ASR Well/Aquifer Storage and Recovery	937 West 5th Street, Oxnard, CA

WELL SITE LOCATION MAP
ASR Water Well No. 1 Campus Park Wellfield
City of Oxnard
Oxnard, California

Agreement A-8484 with Weck Laboratories, Inc. for Contract Laboratory Chemical Testing Services

Public Works and Transportation Committee
July 26, 2022

Joseph Marcinko
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

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

1. Mayor to execute Agreement A-8484 with Weck Laboratories, Inc. for a term of one year with the option to extend for two consecutive periods of one year each upon the written agreement of both parties for a maximum possible contract term of three years, and for a total contract not-to-exceed amount over the entire possible contract term of $1,700,000 for laboratory chemical testing services; and

2. Purchasing Agent to execute amendments to extend the term of Agreement A-8484 up to a maximum of term of three years.

BACKGROUND

- Certified reporting required by State and Federal permits for the water, wastewater, and recycled water treatment facilities for water quality constituents

- Wastewater Division operates a laboratory that has the ability to analyze some samples. A third-party laboratory service is required to analyze samples that the wastewater laboratory cannot

- Third party laboratory will provide as needed analytical testing services as well as report preparation for regulatory authorities

- Reporting will be compliance with the wastewater National Pollutant Discharge Elimination System (NPDES) permit, the Environmental Protection Agency (EPA), the State Water Resources Control Board, and State Division of Drinking Water (DDW)

DISCUSSION

- City's Purchasing Department released Request for Proposal (RFP) PW 22-108 inviting contractors to submit proposals to conduct laboratory chemical testing and sampling on April 19, 2022, with submissions due May 25, 2022

- Three submissions were received:
  1. Weck Laboratories, Inc. (Weck),
  2. Pace Analytical Services, LLC,
  3. Eurofins Scientific.

- Weck was selected and has previously been a reliable source for contract laboratory services

FINANCIAL IMPACT

- Total cost for Agreement A-8484 with Weck shall not exceed $1,700,000 over three years, if extended
- Spending plan for FY 2022-23 is $305,000
- Sufficient funds are available in each of the respective utility budgets in FY 2022-23
- Future funds will be requested in subsequent fiscal year budgets
- Estimated 10% inflation increase factored starting in FY 2023-24

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: July 26, 2022

TO: Public Works and Transportation Committee

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

SUBJECT: City of Oxnard Water Division 2019-2021 Public Health Goals Report. (0/10/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council receive and file the 2019-2021 Public Health Goals Report.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/de4eKINV4so

BACKGROUND

The California Health and Safety Code Section 116470(b) requires large water utilities (more than 10,000 service connections) to prepare a brief written report if their water quality measurements have exceeded any Public Health Goal (PHG) in the three previous calendar years. The PHG report is triennial and completed by July 1 in the year it is due.

The PHG report must include the following: (1) any contaminant that has been detected above the PHG, (2) health risk information on the detected contaminants, (3) an estimated cost associated with installation of the Best Available Technology (BAT) to help reduce the level of a given contaminant, and what action, if any, will be taken to reduce the level of the contaminant and what was the basis for that decision.

The State Water Resources Control Board (SWRCB)/ Division of Drinking Water (DDW), uses PHGs in the evaluation of health-related drinking water standards, known as Maximum Contaminant Levels (MCLs). MCLs are enforceable limits that water purveyors must meet to protect public health. DDW considers treatment costs, available treatment and analytical technology when setting new MCLs for unregulated chemicals.

PHGs are established by the California Office of Environmental Health Hazard Assessment (OEHHA). The OEHHA determines and publishes the "numerical public health risk" associated with both PHGs and MCLs. A PHG is a non-enforceable goal, used as a health risk assessment, not a proposed drinking water standard. It is the level of a contaminant in drinking water, which is considered not to pose a significant risk to health if consumed for a lifetime. This determination is made without regard to cost or treatability. The most recent health risk information published by OEHHA is used in this PHG report.

Contaminants that exceeded their PHG or MCLG in the years 2019 to 2021 are addressed in this report. For any contaminant that OEHHA has not set a PHG, the water suppliers are to use the Maximum Contaminant Level Goal (MCLG) adopted by the United States Environmental Protection Agency (USEPA). MCLGs are the

federal equivalent to PHGs, but not identical.

Only contaminants which have a California primary drinking water standard and either a PHG or MCLG has been set are to be addressed in this report. There are some constituents that are routinely detected in water systems at levels usually well below the drinking water standards, for which no PHG nor MCLG have yet been adopted by OEHHA or USEPA. These constituents are not required to be included in this report.

This report provides the following information required by the Health and Safety Code for each constituent detected in the City of Oxnard's water supply between 2019-2021 that exceeded a PHG or Maximum Contaminant Level Goal (MCLG):

- Numerical public health risk associated with the MCL, PHG, or MCLG;
- Category or type of risk to health that could be associated with each constituent;
- Best Available Technology that could be used to reduce the constituent level; and
- Estimate of the cost to install the Best Available Treatment Technology, if it is appropriate and feasible.

DISCUSSION

The PHGs are non-enforceable goals that are not required to be met by any public water system and are set by the California Office of Environmental Health Hazard Assessment (OEHHA). A PHG is the level below which OEHHA has determined that a drinking water contaminant poses no significant health risk. Additionally, PHGs are developed and published by OEHHA (Health and Safety Code Section 116365) using current risk assessment principles, practices and methods. PHGs are based solely on public health risk considerations. None of the risk management factors that are considered by the DDW or the USEPA in setting drinking water standards are considered in setting the PHGs.

These factors include analytical detection capabilities, treatment technology available, benefits, and cost. If a constituent does not have a PHG, then as required for this report, public water systems are to use Maximum Contaminant Level Goals (MCLGs) developed by the United States Environmental Protection Agency (USEPA). Like PHGs set by OEHHA, MCLGs are set by the USEPA in which they believe there are no known or expected risks to health, with a margin of safety.

Water quality data collected for the City of Oxnard's Water Distribution System between 2019 - 2021 was reviewed and used for the purpose of determining compliance with state and federal drinking water standards. This information was summarized in the annual Drinking Water Consumer Confidence Reports made available to all City of Oxnard customers, residents, and businesses. The City's most recent Drinking Water Consumer Confidence Report is available at www.oxnard.org/CCR.

Most of the constituents tested in water were reported as Non-Detect (ND) and not listed in the Drinking Water Consumer Confidence Report. When a constituent is reported as ND, it generally means that the laboratory did not detect the constituent, but it could also mean that it was detected at a level less than California's Detection Level for Reporting (DLR) purposes.

From the review of the 2019-2021 Oxnard water quality data, there were 11 constituents detected that exceeded a PHG or MCLG. The 11 constituents were as follow: arsenic, cadmium, gross alpha particles activity, gross beta particle activity, radium 226 and radium 228, uranium, trihalomethanes (THMs), bromodichloromethane, bromoform, chloroform and dibromochloromethane.

The Best Available Technology selected to remove the 11 constituents was Reverse Osmosis (RO). Three RO facilities were determined to be necessary to achieve removal by treating 7.5 Million Gallons per Day (MGD) of water. These facilities are estimated to cost $90.9 Million dollars to construct, $27.1 Million dollars to

operate and maintain and increase the average customers water bill by $508 per year.

CONCLUSION

While eleven constituents exceeded a PHG or MCLG, the levels detected are extremely low, not enforceable and much lower than the State of California enforceable drinking water Maximum Contaminant Levels.

Because the City is in compliance with the State of California and Federal Drinking Water Maximum Contaminant Levels, staff does not recommend installing treatment processes to attempt to reduce the levels below Public Health Goal and Maximum Contaminant Level Goal levels.

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

There is no financial impact in receiving this report.

Prepared by: Omar Castro, Water Division Manager, Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. PHG_Triennial_Report_2019
2. Presentation

PUBLIC HEALTH GOALS 2022

TRIENNIAL REPORT

CITY OF OXNARD

WATER DIVISION

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BACKGROUND

California Health and Safety Code Section 116470(b) requires large water utilities (more than 10,000 service connections), prepare a brief written report if their water quality measurements have exceeded any PHG in the three previous calendar years. This Public Health Goal Report must be completed by July 1 in the year it is due.

The Public Health Goal report must include the following (1) any contaminant that has been detected above the PHG, (2) health risk information on the detected contaminants, (3) an estimated cost associated with installation of the Best Available Technology (BAT) to help reduce the level of a given contaminant and what action, if any, will be taken to reduce the level of the contaminant and what was the basis for that decision.

The State Water Resources Control Board (SWRCB)/ Division of Drinking Water (DDW), uses PHGs in the evaluation of health-related drinking water standards, known as Maximum Contaminant Levels (MCLs). MCLs are enforceable limits that water purveyors must meet to protect public health. DDW considers treatment costs, available treatment and analytical technology when setting new MCLs for unregulated chemicals.

Public Health Goals are established by the California Office of Environmental Health Hazard Assessment (OEHHA). The OEHHA determines and publishes the "numerical public health risk" associated with both PHGs and MCLs. A Public Health Goal is a non-enforceable goal, used as a health risk assessment, not a proposed drinking water standard. It is the level of a contaminant in drinking water, which is considered not to pose a significant risk to health if consumed for a lifetime. This determination is made without regard to cost or treatability. The most recent health risk information published by OEHHA is used in this PHG report.

Only contaminants that exceeded their PHG in the years 2019 to 2021 are addressed in this report. Any contaminant that the OEHHA has not set a PHG for a contaminant, the water suppliers are to use the Maximum Contaminant Level Goal (MCLG) adopted by the United States Environmental Protection Agency (USEPA). MCLGs are the federal equivalent to PHGs, but not identical. Only constituents which have a California primary drinking water standard and for which either a PHG or MCLG has been set are to be addressed in this report. There are some constituents that are routinely detected in water systems at levels usually well below the drinking water standards, for which no PHG nor MCLG have yet been adopted by OEHHA or USEPA. These constituents are not required to be included in this report.

This report provides the following information required by the Health and Safety Code for each constituent detected in the City of Oxnard's water supply in 2019-2021 that exceeded a PHG or MCLG.

- Numerical public health risk associated with the MCL, PHG, or MCLG.
- Category or type of risk to health that could be associated with each constituent.
- Best Available Technology that could be used to reduce the constituent level.
- Estimate of the cost to install the Best Available Treatment Technology, if it is appropriate and feasible.

WHAT ARE PUBLIC HEALTH GOALSs?

- PHGs are non-enforceable goals that are not required to be met by any public water system.
- PHGs are set by the California Office of Environmental Health Hazard Assessment (OEHHA).
- A PHG is the level below which OEHHA has determined that a drinking water contaminant poses no significant health risk.
- PHGs are developed and published by OEHHA (Health and Safety Code Section 116365) using current risk assessment principles, practices and methods.
- PHGs are based solely on public health risk considerations. None of the risk management factors that are considered by the DDW or the USEPA in setting drinking water standards are considered in setting the PHGs. These factors include analytical detection capabilities, treatment technology available, benefits and cost.
- If a constituent does not have a PHG, then as required for this report, public water systems are to use Maximum Contaminant Level Goals (MCLGs) developed by the United States Environmental Protection Agency (USEPA).
- Like PHGs set by OEHHA, MCLGs are set by the USEPA in which they believe there are no known or expected risks to health, with a margin of safety.

WATER QUALITY DATA CONSIDERED

All water quality data collected for the City of Oxnard's Water Distribution System from 2019 - 2021 is used for the purpose of determining water compliance with state drinking water standards. This information was summarized in tables included in the Drinking Water Consumer Confidence Reports made available to all City of Oxnard customers, residents, and businesses for those years. The City's most recent Drinking Water Consumer Confidence Report is available at www.oxnard.org/CCR.

Most of the constituents tested in water were reported as Non-Detect (ND) and are not generally listed in the Drinking Water Consumer Confidence Report. When a constituent is reported as ND, it generally means that the laboratory did not detect the constituent, but it could also mean that it was detected at a level less than California's Detection Level for Reporting (DLR) purposes.

CITY OF OXNARD WATER SOURCES

The City of Oxnard utilizes 3 sources for its water supply.

- 34% of Oxnard's water supply is treated water purchased from Callegus Municipal Water District. The raw surface water is imported from Northern California via the State Water Project and treated by Metropolitan Water District (MWD).
- 30% of Oxnard's water supply is treated water purchased from United Water Conservation District (United). United supplies disinfected groundwater replenished by the Santa Clara River, Lake Piru, and the Freemen Diversion Facility.

- 36 % of Oxnard's water supply is from groundwater wells owned and operated by the City. While all well water is treated, blended, and disinfected, a portion of this water is treated by reverse osmosis filtration (R.O.).

BEST AVAILABLE TREATMENT TECHNOLOGY AND COST ESTIMATES

Both the USEPA and DDW have adopted what are known as Best Available Technologies (BATs), which are the best known methods of reducing contaminant levels. Capital construction along with operation and maintenance (O&M) costs can be estimated for such technologies. Since many PHGs and MCLGs are set much lower than the MCL, it is not always possible or feasible to determine what treatment is needed to further reduce a constituent down to or near the PHG or MCLG. For example, USEPA sets the MCLG for potential cancer-causing chemicals at zero. Estimating the costs to reduce a constituent is difficult, if not impossible, because it is not possible to verify by analytical means that the level has been lowered to zero. In some cases, installing treatment to try and further reduce very low levels of one constituent may have adverse effects on other aspects of water quality.

CONSTITUENTS DETECTED THAT EXCEED A PHG OR MCLG IN OXNARD

CONSTITUENT (UNITS)	SWRCB MCL	OEHHA PHG	USEPA MCLG	MAXIMUM LEVEL DETECTED
Arsenic (mg/L)	0.01	0.000004	0	0.0033
Cadmium (mg/L)	0.005	0.00004	0.005	0.00024
Gross Alpha Particles (pCi/L)	15	none	0	4
Gross Beta Particles (pCi/L)	50	none	0	4
Radium - 226 (pCi/L)	none	0.05	none	0.238
Radium - 228 (pCi/L)	none	0.019	none	0.759
Uranium (pCi/L)	20	0.43	0	6.1
Bromodichloromethane (mg/L)	none	0.00006	0	0.0033
Bromoform (mg/L)	none	0.0005	0	0.019
Chloroform (mg/L)	none	0.0004	0.07	0.0016
Dibromochloromethane	none	0.0001	0.06	0.11

mg/L = miligrams per liter
pCi/L = picocuries per liter

Each of the eleven constituents listed are described below, including current state and or federal water quality standards, level observed within the City system, potential source of constituent, numerical public health risk associated with the MCL and the PHG or MCLG, category or type of risk to health that could be associated with each constituent, and the Best Available Technology (BAT) for treatment.

Arsenic

The MCL for arsenic in drinking water is 0.01 milligrams per liter (mg/L). The level of arsenic detected in Oxnard Water was below the MCL with a maximum level of 0.0033 mg/L. The City did not, however, meet the PHG for this constituent which was set at 0.000004 mg/L. The most probable source of the arsenic detected in the City's water system was erosion of natural deposits.

Health Risk Category: Cancer. Some people who drink water containing arsenic in excess of the MCL over many years may experience skin damage, circulatory system problems, and may have an increased risk of getting cancer. Numeric Health Risk at PHG: Cancer risk. Theoretical 70-year lifetime excess risk is one cancer case per million people (expressed as $1x10^{-6}$). Numeric Health Risk at California MCL: Cancer risk. Theoretical 70-year lifetime excess cancer risk is one excess cancer case per hundred people (expressed as $2.5x10^{-3}$).

The following technologies are identified as Best Available Technology (BAT) for reducing arsenic levels in drinking water, according to the CA State Division of Drinking Water (DDW).

- Activated Alumina
- Coagulation / Filtration
- Electrodialysis
- Ion Exchange
- Lime Softening
- Oxidation / Filtration
- Reverse Osmosis

Currently the City Of Oxnard Water Division utilizes Reverse Osmosis (RO) treatment at wells 32, 33, and 34. RO treatment is one of the Best Available Treatment Technologies for lowering arsenic levels.

Cadmium

The MCL for cadmium in drinking water is 0.005 milligrams per liter (mg/L). The level of cadmium detected in Oxnard Water was well below the MCL with a maximum level of 0.00024 mg/L. The City did not meet the PHG for this constituent which was set at 0.00004 mg/L. The most probable source of the cadmium detected in the City's water was erosion of natural deposits.

Health Risk Category: Nephrotoxicity (harms the kidney). Cadmium has the chronic potential to cause kidney, liver, bone and blood damage from long-term exposure at levels above the maximum contaminant level (MCL). Numeric Health Risk at PHG: Not Applicable (N/A). Numeric Health Risk at California MCL: N/A.

The Best Available Technologies (BAT) for reducing levels of cadmium are listed below.

- Distillation
- Reverse Osmosis

Reverse Osmosis (RO) treatment is currently used at wells 32, 33, and 34. This is one of the Best Available Technologies for lowering the levels of cadmium in drinking water.

Gross Alpha Particles Activity

Gross alpha particles activity has a state MCL of 15 picocuries per liter (pCi/L). Gross alpha particle activity has no PHG, but the federal MCLG is zero. Maximum level of gross alpha particles in City water was 4.0 pCi/L, which was below the MCL. The most probable source of gross alpha particle activity detected in the City water system was from erosion of naturally occurring minerals.

Health Risk Category: Alpha particle activity is considered to be a human carcinogen. Certain minerals are radioactive and may emit a form of radiation known as alpha radiation. Some people who drink water containing alpha emitters in excess of the MCL over many years may have an increased risk of getting cancer. Numeric Health Risk at MCLG: For an MCLG of zero, the excess cancer risk is zero. Numeric Health Risk at MCL: Approximately $1x10^{-3}$ for the most potent alpha emitter.

DDW has identified the following BATs for reducing the level of gross alpha particles.

- Ion Exchange
- Reverse Osmosis

The City of Oxnard Water Division currently uses Reverse Osmosis (RO) at wells 32, 33 and 34. RO is one of the BAT for lowering the level of gross alpha particles in drinking water.

Gross Beta Particle Activity

Gross beta particle activity has a state MCL of 50 pCI/L (equivalent to 4 millirem per year). Gross beta particle activity has no PHG, but the MCLG is zero. Maximum level of gross beta particles in City water was 4.0 pCi/L. The most probable source of gross beta particles activity detected in the City water system was from naturally occurring minerals.

Health Risk Category: Beta particle activity is considered to be a human carcinogen. Certain minerals are radioactive and may emit forms of radiation known as photons and beta radiation. Some people who drink water containing photon and beta emitters in excess of the MCL over many years may have an increased risk of getting cancer. Numeric Health Risk at MCLG: For an MCLG of zero, the excess cancer risk is zero. Numeric Health Risk at MCL: Approximately $2x10^{-3}$ for the most potent beta emitter.

DDW has identified the following BATs for reducing the level of gross beta particles.

- Ion Exchange

- Reverse Osmosis

The City of Oxnard Water Division currently uses Reverse Osmosis (RO) at wells 32, 33 and 34. RO is one of the BAT for lowering the level of Gross beta Particles in drinking water.

Radium 226 and Radium 228

There is currently no state MCL for both Radium 226 and Radium 228. The level of Radium 226 detected in Oxnard Water was 0.238 picocuries per liter (pCi/L). The level of Radium 228 detected in Oxnard Water was 0.759 pCi/L. The City however, did not meet the PHG for these constituents, which were set at 0.05 picocuries per liter and 0.019 picocuries per liter, respectively. The most probable source of radium is the naturally occurring decay of uranium and thorium found in radioactive rock, soil and water. Radium can enter ground water by dissolution of aquifer materials, by desorption from rock or sediment surfaces, and by ejection form minerals during radioactive decay.

Health Risk Category: Carcinogenicity. Some people who consumed water that contained more than 5 picocuries per liter over 70 years may have an increased risk of getting cancer. Radium is primarily associated with bone and sinus cancers along with cell tissue damage. Numeric Health Risk at PHG: Cancer risk. Theoretical 70-year lifetime excess risk is one cancer case per million people (expressed as $1x10^{-6}$). Numeric Health Risk at California MCL: Cancer risk. Theoretical 70-year lifetime excess cancer risk is one excess cancer case per ten thousand people (expressed $1x10^{-4}$).

The following technologies are identified as Best Available Technology (BAT) for reducing radium 226 and radium 228 levels in drinking water, according to the CA State Division of Drinking Water (DDW).

- Ion Exchange
- Lime softening
- Reverse Osmosis

Reverse Osmosis (RO) treatment is currently used at wells 32, 33, and 34. This is one of the Best Available Technologies for lowering the levels of radium 226 and radium 228 in drinking water.

Uranium

The state MCL for uranium is 20 pCi/L. The PHG for uranium is 0.43 pCi/L. Maximum observed level of uranium was 6.1 pCi/L. The most probable source of uranium detected in the City water system was from erosion of naturally occurring minerals.

Health Risk Category: Carcinogenic/chronic toxicity. Some people who drink water containing uranium in excess of the MCL over many years may have kidney problems or an increased risk of getting cancer. Numeric Health Risk at PHG: The theoretical 70-year lifetime cancer risk for drinking water with uranium above 0.43pCi/L is one excess cancer case per million people ($1x10^{-6}$). For a MCLG of zero, the

cancer risk is zero. Numerical Health Risk at MCL: The theoretical 70-year lifetime cancer risk for drinking water with uranium above 20 pCi/L is 5 excess cancer cases per 100,000 people ($5x10^{-5}$).

DDW has identified the following BATs for reducing the level of gross beta particles.

- Coagulation / Filtration
- Ion exchange
- Lime Softening
- Reverse Osmosis

The City of Oxnard Water Division currently uses Reverse Osmosis (RO) at wells 32, 33 and 34. RO is one of the BAT for lowering the level of uranium in drinking water.

Trihalomethanes (THMs)

There are 4 major regulated trihalomethanes found in drinking water. All 4 constituents are results of disinfection byproducts necessary to avoid infectious diseases within the general public from microbial contamination of drinking water supplies. None of these 4 constituents have an individual State MCL. There is a total trihalomethanes MCL, which is the sum of these 4 constituents. The MCL is 0.08mg/L.

The Best Available Technologies (BAT) for reducing levels of Trihalomethanes are listed below.

- Filters Containing Carbon or Charcoal
- Reverse Osmosis

The City of Oxnard Water Division currently uses Reverse Osmosis (RO) at wells 32, 33 and 34. RO is one of the BAT for lowering the levels of TTHMs in drinking water.

Bromodichloromethane

The PHG for bromodichloromethane is 0.00006 mg/L. The level that was detected in the City Water was 0.003 mg/L.

Health Risk Category: Carcinogenicity. Some people, who drink water containing bromodichloromethane in excess of the PHG over many years, may have an increased risk of getting cancer. Numeric Health Risk at PHG: The theoretical 70-year lifetime cancer risk for drinking water above the 0.00006 is one excess cancer cases per million ($1x10^{-6}$). Numeric Health Risk at MCL: The theoretical 70-year lifetime cancer risk for drinking water above the 0.8 mg/L is 1.3 excess cancer cases per one thousand ($1.3x10^{-3}$).

Bromoform

The PHG level for bromoform is 0.0005 mg/L. The level of bromoform detected within the City water was 0.019 mg/L.

Health Risk Category: Carcinogenicity. Some people who drink water containing bromoform in excess of the PHG over many years may have an increased risk of getting cancer. Numeric Health Risk at PHG: Theoretical 70-year lifetime cancer risk is one excess cancer case per million ($1x10^{-6}$). Numeric Health Risk at MCL: Theoretical 70-year lifetime cancer risk for drinking water above the 0.08 mg/L is two excess cancer cases per ten thousand ($2x10^{-4}$).

Chloroform

The PHG level for chloroform is 0.0004 mg/L. The level of chloroform detected within the City water was 0.0016 mg/L.

Health Risk Category: Carcinogenicity. Some people who drink water containing chloroform in excess of the PHG over many years may have an increased risk of getting cancer. Numeric Health Risk at PHG: Theoretical 70-year lifetime cancer risk is one excess cancer case per million ($1x10^{-6}$). Numeric Health Risk at MCL: Theoretical 70-year lifetime cancer risk for drinking water above the 0.08 mg/L is two excess cancer cases per ten thousand ($2x10^{-4}$).

Dibromochloromethane

The PHG level for dibromochloromethane is 0.0001 mg/L. The level of dibromochloromethane detected within the City water was 0.011 mg/L.

Health Risk Category: Carcinogenicity. Some people who drink water containing dibromochloromethane in excess of the PHG over many years may have an increased risk of getting cancer. Numeric Health Risk at PHG: Theoretical 70-year lifetime cancer risk is one excess cancer case per million ($1x10^{-6}$). Numeric Health Risk at MCL: Theoretical 70-year lifetime cancer risk for drinking water above the 0.08 mg/L is eight excess cancer cases per ten thousand ($8x10^{-4}$).

ESTIMATED COSTS TO ACHIEVE PHG's

The California Health and Safety code requires that this report includes an estimate of the aggregate cost and cost per customer for additional treatment to achieve the PHGs. Reverse osmosis (RO), ion exchange (IX), and corrosion control are potential BATs available for the constituents of concern.

It is estimated that additional RO treatment would have to be constructed at three City blending stations that do not currently have a desalter. RO treatment capacity needed at each station is estimated at 7.5 million gallons per day, totaling 22.5 million gallons per day for three stations. The cost estimates

includes engineering, construction, operation, 30-year amortization at 5 percent for debt service, and 3 percent annual inflation. However, the cost estimates do not include land costs, conveyance, and permitting.

Estimated total cost for the City would be approximately $27,141,000 per year as shown in the chart below. Total additional cost per customer would be approximately $508 per year.

System Characteristics	Treatment
RO # of units	3
RO Capacity/Station (MGD)	7.5
RO Engineering/Construction Cost per unit ($ million) (2013$) (1,2)	30.3
RO Total Annual Cost ($ million/year) (2030$) (3)	27.1
Total Additional Annual Cost per Customer ($ / connection / year)(2030$) (4,5)	508

Notes:

1. RO costs provided by City of Oxnard ($24 million/ desalter). (City, 2015). 3% per year added for inflation (from 2013 - 2030)

2. Costs for inflation and additional capital/operating are assumed to be balanced by the use of newer technology and efficiencies.

3. Current RO Total Annual Cost provided by City of Oxnard (based on $1268/AF). Desalters are to be constructed over a 15 year period. City will treat approximately 16,900 AFY of groundwater by year 2030.

4. Costs adjusted to 2030 dollars with inflation estimated at 3% per year. Total additional annual cost per customer service connection for additional RO treatment adjusted to 2030 dollars.

5. Current number of service connections is approximately 42,500 (City, 2015 UWMP). Projected 2030 service connections is 53,400 (based on mean increase from 1992-2010).

The above estimate is for the construction of three additional desalters. All 3 desalter facilities could not be built at the Water Campus due to groundwater allocation restrictions (set by Fox Canyon Groundwater Management Agency), total demand, and insufficient storage for permeate water. This scenario would only be obtainable by gaining more groundwater allocation and constructing separate R.O. facilities throughout the city. This would greatly reduce our dependency on purchased water, but not eliminate the need for purchased sources.

RECOMMENDATION

The City of Oxnard routinely performs and reports compliance monitoring of its water supplies. Water delivered by the City complies with all drinking water standards set by the state and federal government. On average, contaminants detected had concentrations far below MCLs. Only eleven contaminants had at least one sample that was detected at a higher level than the PHG or MCLG, which are non-enforceable goals. In addition, this report estimates significant treatment costs to potentially achieve PHGs and MCLGs. Because many PHGs and MCLGs are set at zero, it is not always feasible to determine what treatment is needed to reduce a constituent downward to or near zero. Furthermore, it is often not possible to verify by analytical means that the level has actually been lowered to zero.

For these reasons, City staff has determined that this financial investment is not warranted at this time given the low risks associated with the PHGs and MCLGs discussed in this report.

If you have any questions concerning this report, please contact Richard Maria, Water Regulatory Compliance Coordinator, at (805) 200-5374.

City of Oxnard Water Division
2022 Public Health Goals Report

Public Works and Transportation Committee
July 16, 2022

Joseph Marcinko
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

The Public Works and Transportation Committee recommends the City Council receive and file the 2022 Public Health Goals Report

BACKGROUND

- California Health and Safety Code Section 116470(b) requires large water utilities to prepare a Public Health Goal (PHG) report if their water quality measurements exceeded any PHG in the three previous calendar years (2019-2021)

- A PHG report must include the following:
  1. Any contaminant that has been detected above a PHG or MCLG.
  2. Health risk information on the detected contaminants.
  3. Estimated cost associated with installation of the Best Available Technology (BAT) to help reduce the level of a given contaminant
  4. What action, if any, will be taken to reduce the level of the contaminant and basis for that decision.

PHG's are:

- Established by the California Office of Environmental Health Hazard Assessment (OEHHA)
- "Goals" used as a public health risk assessment
- Not required to be met by public water systems
- Non-enforceable standards
- Levels of chemicals that would not cause adverse health effects in people who drink the water everyday for 70 years

MCLG's are:

- Maximum Contaminant Level Goals (MCLGs)
- United States Environmental Protection Agency (EPA) equivalent of California PHGs
- Levels of contaminants in drinking water below which there is no known or expected risk to human health
- Non-enforceable public health goals
- Different than the Maximum Contaminant Level (MCL)

DISCUSSION

- Water quality data collected from the City of Oxnard's Water Distribution System between 2019 - 2021 was used to determine compliance with state and federal drinking water standards and also for this report

- Annual water quality data is included in the Consumer Confidence Reports and made available to all City of Oxnard customers, residents, and businesses

- The City's most recent Drinking Water Consumer Confidence Report is available at www.oxnard.org/CCR

- There were 11 constituents detected that exceeded a PHG or MCLG : arsenic, cadmium, gross alpha particles activity, gross beta particle activity, radium 226 and radium 228, uranium, trihalomethanes (THMs), bromodichloromethane, bromoform, chloroform and dibromochloromethane

- Factors included in this report are analytical detection capabilities, treatment technology available, benefits and cost

DISCUSSION

- Eleven constituents were detected above a PHG or MCLG level
- Arsenic, cadmium, gross alpha particles activity, gross beta particle activity, radium 226 and radium 228, uranium, trihalomethanes (THMs), bromodichloromethane, bromoform, chloroform and dibromochloromethane
- The Best Available Technology (BAT) selected to remove the constituents was Reverse Osmosis (RO).
- Three RO facilities were determined to be necessary to achieve removal by treating 7.5 Million Gallons per Day (MGD) of water.
- The RO facilities are estimated to cost $90.9 Million dollars to construct and $27.1 Million dollars to operate and maintain annually
- Adding the required RO treatment would increase an average customer's water bill by $508 per year

CONCLUSION

- PHG and MCLG, levels are extremely low, not close to the MCL levels and not enforceable water quality standards

- Because the City is in compliance with the State of California and Federal Drinking Water Maximum Contaminant Levels, staff does not recommend installing costly treatment processes to attempt to reduce the levels below PHG and MCLG levels

FINANCIAL IMPACT

- There is no financial impact in receiving this report

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QUESTIONS