

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



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
May 9, 2023
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: 890 9607 1126
3. Passcode: 750669

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer 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. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at [www.https://www.oxnard.org/city-meetings/](https://www.oxnard.org/city-meetings/).

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.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 remotely 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 legislative body 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

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

- 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 presiding officer 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.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

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

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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 April 25, 2023 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Public Project Agreement 32300389 with Aquatech Services, Inc. for On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services, Specification No. PW 23-72R. (10 minutes)

RECOMMENDATION: The Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with Aquatech Services, Inc. for a total amount not to exceed \$500,000 for a three-year term for On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/xoZ32Dg1-eU>

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Senate Bill 1 (SB1) Local Streets and Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2023-24. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council adopt a resolution to:

1. Adopt the Fiscal Year 2023-24 project list of Senate Bill 1 (SB1) proposed projects that will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues; and
2. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/R20mu4n5Si8>

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: May 9, 2023
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 April 25, 2023 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 04 25 2023 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
April 25, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Member John C. Zaragoza 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 Arthur Valenzuela and Member John C. Zaragoza were present in person.

Chair Bert Perello was absent.

Staff members present in person were Alexander Nguyen, City Manager; Michelle (Elle) McCarron, Assistant City Attorney; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Joseph Marcinko, Assistant Public Works Director; James Torrez, Material Recovery Facility Manager; Dee Lai, Assistant City Clerk; and Rose Chaparro, City Clerk.

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 April 11, 2023 regular meeting as presented.

It was moved by Member Valenzuela, seconded by Member Zaragoza, to approve the meeting minutes as presented. VOTE: Valenzuela and Zaragoza voted in favor, the motion carried 2-0. Chair Perello was absent.

D. REPORTS

1. Public Works Department

SUBJECT: Trade Services Agreement 32300349 with Quinn Company, for Preventative Maintenance and On-Call Repairs for Portable Generators & Heavy Equipment. Specification No. PW 23-66. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Quinn Company for an amount not to exceed \$840,000 for a three-year term for the maintenance of portable generators and heavy equipment.

Brian Yanez, Assistant Public Works Director and James Torrez, Material Recovery Facility Manager 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 Valenzuela, to approve the recommended action as presented. VOTE: Valenzuela and Zaragoza voted in favor, the motion carried 2-0. Chair Perello was absent.

2. Public Works Department

SUBJECT: Second Amendment to Agreement No. 9315-21-PW with Econolite Systems Incorporated for Traffic Signal Preventive, Emergency, and Non-Emergency Maintenance Services. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the execution of a Second Amendment to an Agreement with Econolite Systems Incorporated to increase the not to exceed amount from \$300,000 to \$500,000 for traffic signal preventive, emergency, and non-emergency maintenance services and extend the contract termination date to June 30, 2025.

Michael Wolfe, 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 Valenzuela, seconded by Member Zaragoza, to approve the recommended action as presented. VOTE: Valenzuela and Zaragoza voted in favor, the motion carried 2-0. Chair Perello was absent.

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Member Zaragoza adjourned the meeting at 8:44 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Member



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: May 9, 2023

TO: Public Works and Transportation Committee

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

SUBJECT: Public Project Agreement 32300389 with Aquatech Services, Inc. for On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services, Specification No. PW 23-72R. (10 minutes)

RECOMMENDATION

The Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with Aquatech Services, Inc. for a total amount not to exceed \$500,000 for a three-year term for On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/zoZ32Dg1-eU>

BACKGROUND

Backflow prevention devices are used to protect potable water supplies from contamination or pollution due to backflow. All potable water systems are required to follow the cross connection protection regulations listed in Title 17 of the California Code of Regulations and required by the Safe Drinking Water Act. Title 17 regulations specify that all backflow devices must be tested annually and are in operational condition.

The Public Works Water Division requires support for the testing, maintenance, repair and replacement of backflow devices located throughout the City due to the large number of devices. The Water Division is responsible for ensuring that the annual testing of backflow services are performed on over 10,700 devices. Devices must pass the annual testing or be repaired or replaced to ensure they pass and are protecting the distribution system.

This work is done through the combination of one Senior Backflow Specialist staff member and an outside contractor via an agreement. This work has been mainly contracted out for the past ten years due to the specialized nature of the certifications, amount of labor hours involved, and the quantity of backflow devices. The current provider for these services is Aquatech Services, Inc. and they have held the contract for the past 12 years due to limited vendors in the local area.

DISCUSSION

The notice inviting formal bids (NIFB) was published on March 23, 2023 and all bids were due and opened on April 11, 2023. The City received a total of two bids, which include the cumulative total of the bid items and the hourly rates for both scheduled and non-scheduled labor. One bid was rejected as non-responsive. The

following bid is the cumulative totals for the hourly rate of scheduled and unscheduled labor:

Aquatech Services, Inc.: \$800.00

Aquatech Services, Inc. (Aquatech) was responsive to the City’s NIFB. Following this determination, procurement staff reviewed all documentation received from Aquatech. Procurement staff verified possession of valid licenses (as required), reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research done to date, staff believe that the contractor is capable of satisfactorily completing the Agreement. Thus, staff recommends that the City Council award this Agreement to Aquatech Services, Inc.

A total of 87 notices were sent directly to contractors that perform this work and have the appropriate licenses for this NIFB. The NIFB was also posted on Ebidboard, Public Purchase, Dodge Analytic, TriCo Reprographics, Bid America and advertised in the Vida Newspaper. Despite receiving only one responsive bid, staff recommends awarding the contract because these services are essential to maintaining safe drinking water and the contractor has performed these essential services for the City for over 10 years. As noted above, there are limited vendors in Ventura County offering this service.

All work will be pre-approved by the Project Manager prior to starting work. The contractor will be required to pay prevailing wages under this agreement. Each month, the City will issue a list of devices to be repaired, replaced, tested or maintained and provide this list to the contractor via email (in person, etc.).

The Agreement is tentatively scheduled to begin in June 2023 and continue into June 2026. Staff will work closely with the Neighborhood Councils, who represent the communities where the work will be done. Communication will be done via mail or door tags, to provide information regarding the timing of repairs as well as to communicate directly with the neighbors adjacent to the areas where the scheduled work is to be done. Staff will also provide general project information to be disseminated through social media for public awareness.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement with Aquatech Services, Inc. shall not exceed \$500,000 over three years. Each service provided through this Agreement shall be issued by a task order and subject to available funding each fiscal year. Funding will begin in Fiscal Year 2022-23 and there are sufficient funds in the Council approved FY 2022-23 operating budget for the Water Division in Water Security & Contamination Prevention Fund (608) for this funding FY 2022-23 of the Agreement. Staff within the Water Division will ensure sufficient funding of tasks prior to initiating task orders or incurring services, consistent with the City Council approved Operating Budgets. Funding for subsequent fiscal years will be requested during the annual budget process.

Estimated Spending Plan				
FY 2023	FY 2024	FY 2025	FY 2026	TOTAL

1-month	12 months	12 months	11 months	
\$5,000	\$170,000	\$170,000	\$155,000	\$500,000

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

ATTACHMENTS

1. Agreement 32300389
2. Presentation

**CITY OF OXNARD CONTRACT FOR
ON-CALL BACKFLOW ASSEMBLIES TESTING, MAINTENANCE, REPAIR AND
REPLACEMENT SERVICES PROJECT (REBID)
SPECIFICATION NO. PW 23-72R**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2023 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and AQUATECH SERVICES, INC. ("Contractor"). Contractor's license number is 414466.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as the On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services Project (Rebid), Specification No. PW 23-72R ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed five hundred thousand dollars (\$500,000) during the Contract Term.
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the

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

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

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

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

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

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

[signatures on following page]

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

CITY OF OXNARD

AQUATECH SERVICES, INC.

☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Purchasing Manager

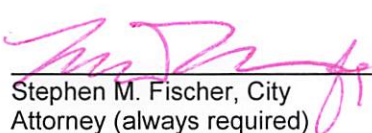
 Cheryl G. Karluk, CEO ² _____ Date

 Martin Lee, Secretary _____ Date

ATTEST:

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

APPROVED AS TO FORM:

 _____
 Stephen M. Fischer, City Attorney (always required) _____ Date 4/17/2023

¹ The City Council must authorize and the Mayor must sign any formally bid public project agreement over \$200,000 annually. The Mayor may authorize and sign any informally bid public project agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any informally bid public project agreement up to \$100,000.

² The City requires the following for any contract:

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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 \$1,000,000 LIMIT 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

Reference No. _____

City of Oxnard % Evident ID, Inc.
8520 Allison Pointe Blvd Ste 223

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

PMB 52150 Indianapolis, Indiana 46250-4299 US		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") PRODUCER Telephone:		SUBMIT IN DUPLICATE							
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)						
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							
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS							
GENERAL LIABILITY ✪ COMMERCIAL GENERAL LIABILITY ✪ COMPREHENSIVE GENERAL LIABILITY ✪ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS							
COVERAGES ✪ GENERAL ✪ PRODUCTS/COMPLETED OPERATIONS ✪ PERSONAL & ADVERTISING INJURY ✪ FIRE DAMAGE ✪ _____ ✪ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;"> LIABILITY LIMITS IN THOUSANDS \$ </th> </tr> <tr> <th style="width: 50%; text-align: center; padding: 2px;"> EACH OCCURRENCE </th> <th style="width: 50%; text-align: center; padding: 2px;"> AGGREGATE </th> </tr> <tr> <td style="height: 100px;"></td> <td></td> </tr> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:									
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.									
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.									
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.									
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.									
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.									
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:									
a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or									
b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.									
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.									
ENDORSEMENT HOLDER									
Reference No. _____ City of Oxnard % Evident ID, Inc. 8520 Allison Pointe Blvd Ste 223 PMB 52150 Indianapolis, Indiana 46250-4299 US		AUTHORIZED REPRESENTATIVE ✪ Broker/Agent ✪ Underwriter ✪ _____ _____ (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: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to . coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
Reference No. _____ City of Oxnard % Evident ID, Inc. 8520 Allison Pointe Blvd Ste 223 PMB 52150 Indianapolis, Indiana 46250-4299 US		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 _____	

Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds

must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

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

a contract (the "Contract") for the Work described as the On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services Project (Rebid), Specification No. PW 23-72R (the "Project").

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

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

(Name and address of Surety)

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

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

EXHIBIT A**CITY OF OXNARD**

**BID SHEETS FOR ON-CALL BACKFLOW ASSEMBLIES TESTING, MAINTENANCE,
REPAIR AND REPLACEMENT SERVICES PROJECT (REBID)
SPECIFICATION NO. PW 23-72R**

Bidder's Name: Aqua Tech Services, Inc

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	UNIT	TOTAL
1	Testing and Certification	Each Assembly	\$ 275.00 /EA
2	Scheduled Cleaning, Repair and Replacement Work	Hourly Rate Monday-Friday 8:00am-5:00pm	\$ 100.00 /HR
3	Non-Scheduled Urgent Cleaning, Repair and Replacement Work	Hourly Rate Monday-Friday 8:00am - 5:00pm, *work begins within 2 hours	\$ 100.00 /HR
4	Non-Scheduled Urgent Cleaning, Repair and Replacement Work	Hourly Rate Monday-Friday 5:01pm – 7:59am, *work begins within 2 hours	\$ 150.00 /HR
5	Non-Scheduled Urgent Cleaning, Repair and Replacement Work	Hourly Rate Saturday, Sunday and Holidays *work begins within 2 hours	\$ 175.00 /HR
TOTAL BID PRICE (TOTAL OF ALL RATES ABOVE NOT THE CONTRACT AMOUNT)			\$ 800.00

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

BID PRICE IN DIGITS: \$ 800.00

BID PRICE IN WORDS: Eight hundred dollars & ⁰⁰/100

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 3-27-2023
#02 _____

Addendum: Date Received:
#03 _____
#04 _____

Bidder's Name (Company): _____

Signature: Cheryl Karluk
Print: Cheryl Q. Karluk

Title: President
Date: 3-24-2023

Signature: Martin Lee
Print: Martin Lee

Title: VicePresident/Secretary
Date: 3-24-2023

EXHIBIT B
SPECIAL PROVISIONS

SECTION 1000-1 GENERAL

The Contractor shall provide the necessary equipment, materials, parts and labor to conduct tests and certify backflow assemblies at various locations throughout the City.

The scope of Work shall include, but not be limited to:

1. Contractor shall conduct testing and certify backflow assemblies as directed by the City.
2. Contractor shall deliver a completed certificate to the City for each completed test and certification.
3. Should a backflow assembly not pass the initial testing procedure, then the backflow assembly shall be cleaned, repaired, or replaced at the City's direction, and retested until the unit passes. The City shall not be charged for retesting. The certification with results will be delivered to the City.
4. Contractor shall replace backflow assemblies as directed by the City. Backflow assemblies that are replaced will be the same size and type as the existing assembly. New assemblies will require testing and certification. Contractor shall charge for the material and labor to install and shall charge for the testing and certification. Contractor shall use Zurn Wilkins products when replacing any equipment in order to match other items in use by the Water Division.
5. Install protective cages where required at the direction of the City. Cages are to be made of metal and epoxy coated, powder coated or outdoor latex painted specifically for metal surfaces to protect against the elements.
6. Each month the City will issue to the Contractor a list of devices to be cleaned, repaired, replaced or tested. Contractor will have fourteen (14) Working Days to complete the issued Work.
7. Work on Private Property: Any portions of private property damaged by the Contractor during the course of Work shall be replaced by the Contractor at its own cost. Contractor shall provide private property owner with written notice in the form of a door hanger before entering the property.

1000-2 TESTING AND CERTIFICATION

Testing and Certification includes initial testing of the unit, any subsequent retesting required following any type of cleaning, repair or replacement and certification necessary as shown per EACH item in the bid sheets. The City shall not be charged for retesting.

1000-3 RESPONSE TIME

Contractor shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these requests shall be included in the Bid sheets.

Response time by the Contractor shall be as stated below:

1. Non-Scheduled Urgent Cleaning, Repair and Replacement Work:

Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within two (2) hours of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

2. Scheduled Cleaning, Repair and Replacement Work:

Contractor must verbally respond within twenty (24) hours of telephone notification by the City. The scope of work and schedule shall be mutually agreed to between City staff and Contractor 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.

1000-4 PAYMENT

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. The Task Order will include all materials, labor, and taxes. A separate invoice is required for each Task Order issued pursuant to the Contract. Contractor is required to itemize the number of hours it will take for completion of a Task Order. Material and equipment rentals will be reimbursed at cost (Contractor must include receipt of purchase with the invoice submitted to the City) plus 15% for material handling and Contractor will be required to itemize the supplies cost within the Task Order.

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

Public Project Agreement 32300389 with Aquatech Services, Inc. for On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services Project (Rebid), Specification No. PW 23-72R

Public Works and Transportation Committee
May 9, 2023

Joseph Marcinko
Assistant Public Works Director

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council approve and authorize an Agreement with Aquatech Services, Inc. for a total amount not to exceed \$500,000 for a three-year term for On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services.

BACKGROUND

- The Water Division is required to follow the cross connection protection regulations listed in Title 17 of the California Code of Regulations and required by the Safe Drinking Water Act
- Oxnard has 10,700 backflow devices that require annual testing
- Devices that fail need to be repaired or replaced to pass testing
- The Water Division has one senior backflow specialist
- In order to test, maintain, repair or replace the backflow devices, the Water Division requires support from an outside contractor

BACKGROUND

- A backflow prevention device is used to protect potable water supplies from contamination or pollution due to backflow
- Extremely low pressure may allow contaminated water to enter into the water distribution system



DISCUSSION

- March 23, 2023- Advertisement of Notice Inviting Formal Bids
- April 11, 2023- Two bids received, opened and reviewed
- One bid was rejected as non-responsive
- The lowest responsive bidder is Aquatech Services Inc.
- Staff verified possession of currently valid licenses
- Reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations
- City business licenses checked and were current
- Verified registration with the CA Department of Industrial Relations (DIR)
- Recommendation to award due to limited options in Ventura Co.
- Aquatech Service, Inc. has performed duties for 10+ years

FINANCIAL IMPACT

- Total cost for this Agreement with Aquatech Services Inc. shall not exceed \$500,000 over three years and shall be determined by task order dependent upon the services identified
- Funding estimated to begin in Fiscal Year (FY) 2022-23
- There are sufficient funds of \$5,000 in the Water Security & Contamination Prevention Fund (608) for FY 2022-23
- Future FY budget requests will include funding for these services
- Water Division Staff will ensure sufficient funding of tasks prior to initiating task orders or incurring services and charges

Questions?



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: May 9, 2023

TO: Public Works and Transportation Committee

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

SUBJECT: Senate Bill 1 (SB1) Local Streets and Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2023-24. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council adopt a resolution to:

1. Adopt the Fiscal Year 2023-24 project list of Senate Bill 1 (SB1) proposed projects that will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues; and
2. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/R20mu4n5Si8>

BACKGROUND

In 2017, the Governor approved Senate Bill 1 (SB 1) creating the Local Streets and Roads Program, which included the Road Maintenance and Rehabilitation Account (RMRA). The purpose of this funding is to provide an estimated \$52.4 billion in revenue Statewide over ten years.

State Reporting Guidelines as described in Streets and Highways Code 2034(a)(1) require that local jurisdictions provide the California Transportation Commission (CTC) with an annual resolution identifying projects that may utilize RMRA. The Resolution should include the project title, description, location, schedule, and estimated useful life for each project. The resolution must also include projects previously listed that may continue to utilize prior RMRA in Fiscal Year 2023-24. At year-end, the City will submit the annual reporting of expenditures, including additions or omissions to prior project lists, which is allowable through the CTC and State Guidelines.

Since RMRA began, the City has completed hundreds of lane miles of resurfacing projects utilizing RMRA. Auto Center Commercial Neighborhood, Vineyard Avenue Resurfacing, Fremont North Resurfacing, Bryce Canyon Resurfacing and Citywide Thin Maintenance Overlay Phase II have all been completed using RMRA.

Capital Improvement Program (CIP) Reference

Project No. **C2209** - Neighborhood Street Resurfacing CIP 2022-2027 – Adopted May 3, 2022 – Page 62.
Project No. **C2205** - Arterial Street Resurfacing CIP 2022-2027 - Adopted May 3, 2022 - Page 47.

DISCUSSION

The State requires this reporting in part to provide transparency about where these funds will be spent. Since this is a projection of future spending, the listed locations should not be considered a substitute for the City's Pavement Management Program for FY 2023-24, but rather as the most likely locations to receive these specific funds. The State's process allows for end-of-process reconciliation should the City's planned work change, which could result from many factors (e.g. increases in construction costs). Staff recommends that the City Council adopt a Resolution proposing the projects listed below to use RMRA Fund (185) funding. These projects include both operational and CIP projects and are anticipated to expend \$4.9 M of new FY 2023-24 funding, as well as any unspent, previously allocated, RMRA funding:

Operational Projects:

- Public Works Road & Signal Maintenance - Provides as-needed on-going maintenance for all City streets and traffic signal infrastructure by utilizing Public Works Streets Division and Traffic Signal Operations Staff.
- Annual Pavement System Upgrade - Ongoing planning project that uses a pavement management system to identify streets for potential repair and resurfacing. This effort is described in detail below.

CIP Projects:

- Neighborhood Street Resurfacing - CIP Project
- Arterial Street Resurfacing - CIP Project

The Arterial Street and Neighborhood Street Resurfacing projects recommended for RMRA use were selected based on the methodology described below. A Project Map showing the street locations is attached.

The City maintains approximately 1,034 lane miles of streets. Consultants have performed street inspections on a three-year rotation with a third of residential and collector streets inspected each year and 100% of arterial roads receiving annual inspections. These are referred to as Rotations A, B, & C.

The Annual Pavement System Upgrade project provides funding for the City's street resurfacing consultant, Pavement Engineering Inc. (PEI), who uses a Pavement Management System (PMS) to assist with tracking inventory, storing work history and furnishing budget estimates to optimize funding for improving the City's pavement system using a software program called StreetSaver. The PMS also helps the city identify candidate streets for potential repair and maintenance and what sort of repair will be necessary. PEI uses a variety of measurements to determine the Pavement Condition Index, or PCI of each road segment.

These measurements include:

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

Crack/deficiency patterns include:

1. Alligator cracking

2. Block cracking
3. Longitudinal cracking
4. Transverse cracking
5. Distortions
6. Utility cuts/patches
7. Rutting/depressions
8. Weathering

The patterns and the percentage of roadway segments affected are entered into StreetSaver and a PCI is generated. Engineers at PEI use that information to determine the most cost-effective repair strategy. PEI will take the cost and the life expectancy of the repair to determine the annual maintenance cost. This is the critical part, allocating the proper resources necessary on an annual basis for road maintenance.

Another critical factor is when the roadway should be paved. Incorrectly timed repairs can lead to additional repairs due to deferred maintenance. There is a point on each road segment where the right timing matches up with the appropriate repair method to create a cost-effective pavement repair. Public Works staff then takes this information and considers how the timing of street repairs matches up with the timing of pipe replacement needs, and how the streets can be grouped together in a way that maximizes cost-effectiveness and efficiency. This analysis is used to create the City's Pavement Management Program, which is the method used to select projects to use RMRA funding.

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

Recommended action and resolution fulfills State requirements and does not appropriate funds through this item. Actual funding will be requested and appropriated during the budgeting process for FY 2023-24.

Prepared by: Christopher Solis, Assistant City Engineer

ATTACHMENTS

1. Resolution
2. Project Map
3. Street List
4. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24
FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$4,984,811 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS, this is the seventh year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a public process to ensure public input into our community's transportation priorities (the project list); and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate multiple streets/roads, throughout the City this year and multiple similar projects into the future; and

WHEREAS, the 2021 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an at-risk condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Oxnard, as follows:

1. The foregoing recitals are true and correct.
2. The following previously proposed and adopted projects may also utilize Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title	Project Description	Project Location	Estimated Project Schedule	Estimated useful life
Neighborhood Street Resurfacing	Street overlay, ADA improvement, concrete work, traffic striping.	Streets are in the following Neighborhoods: Bartolo Square South, Kamala Park Neighborhood, Residential Resurfacing - Ph II and La Colonia Neighborhood, street list is attached, highlighted streets include Iris Street, Kamala Street, Guava Street, Maywood Way, and Colonia Road	7/23-6/24	15 years
Arterial Street Resurfacing	Street overlay, ADA improvement, concrete work, traffic striping.	Streets include E Gonzales Road from Oxnard Blvd. to Rice Avenue and W Gonzales Road from Victoria Avenue to Oxnard Blvd., Oxnard Blvd from Gonzales to Roberts Ave. Hueneme Rd from J St to Edison Dr.	7/23-6/24	15 years
Public Works Road & Signal Maintenance	City Staff provide ongoing maintenance to roadways and traffic signals Citywide	All Citywide streets are included in this operational project, which provides as-needed and on-going maintenance for all City street and traffic signal infrastructure. City streets and intersections may	7/23-6/24	7 years

Resolution No.

LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1

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		include Ventura Road, Oxnard Boulevard, Saviers Road, Rose Avenue, Rice Avenue, Gonzales Road, Fifth Street, Wooley Road, Channel Islands Boulevard, and Pleasant Valley Road. The locations identified are subject to change.		
Annual Pavement System Upgrade	Inspection of City Streets, updating the Pavement Management System to develop a Streets Master Plan	All Citywide streets are included in this planning project such as Ventura Road, Oxnard Boulevard, Saviers Road, Rose Avenue, Rice Avenue, Gonzales Road, Fifth Street, Wooley Road, Channel Islands Boulevard, and Pleasant Valley Road. The locations identified are subject to change.	7/23-6/24	3 years

3. The City Council authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED AND ADOPTED this 6th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Resolution No.

LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1

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Stephen Fischer, City Attorney

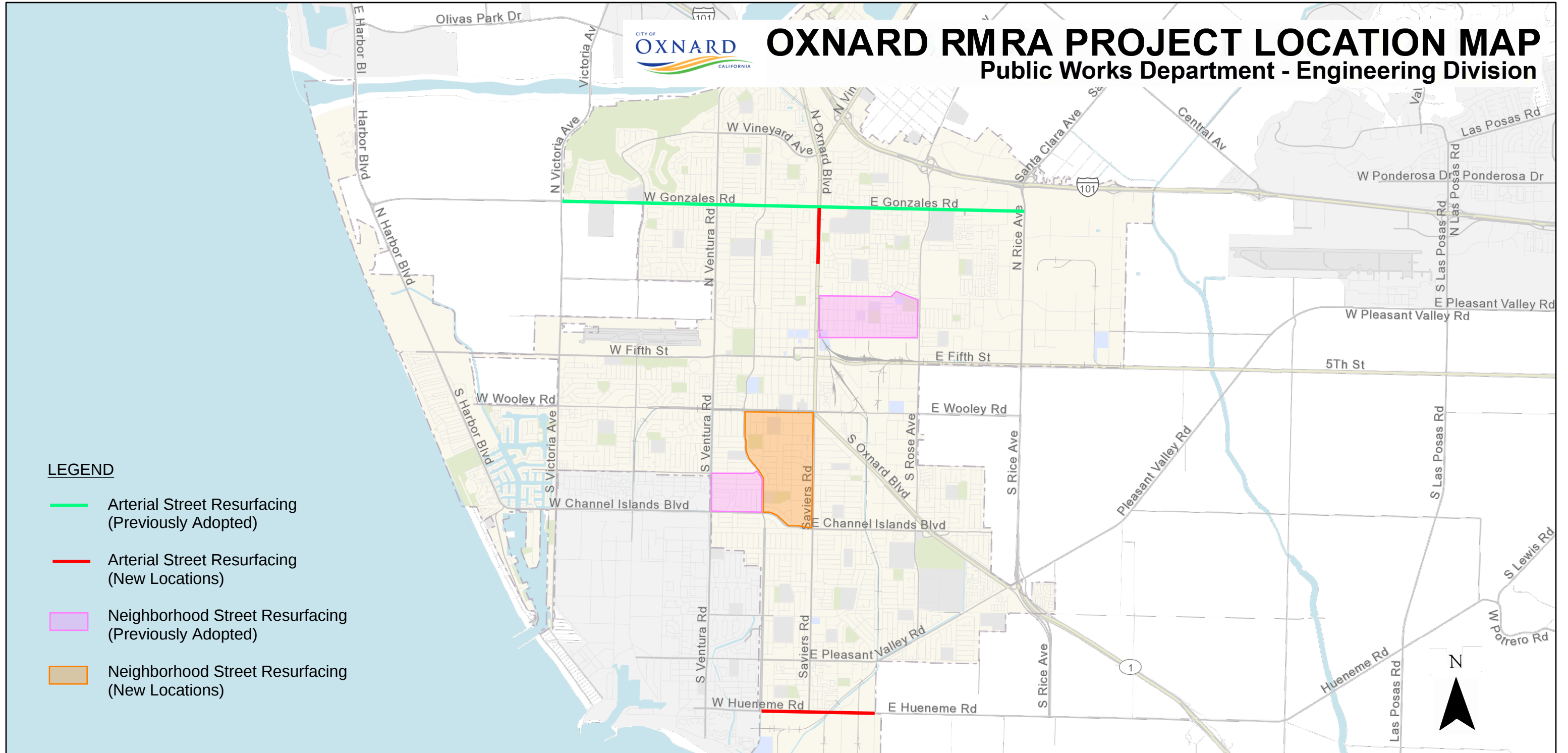


OXNARD RMRA PROJECT LOCATION MAP

Public Works Department - Engineering Division

LEGEND

-  Arterial Street Resurfacing (Previously Adopted)
-  Arterial Street Resurfacing (New Locations)
-  Neighborhood Street Resurfacing (Previously Adopted)
-  Neighborhood Street Resurfacing (New Locations)



City of Oxnard Project Location List Locations identified are subject to change

NEIGHBORHOOD STREET RESURFACING – CIP Project

Bartolo Square South Neighborhood

STREET NAME:	FROM:	TO:
CASA SAN CARLOS LN	CASA SAN CARLOS DR	MANZANTA DR
IRIS ST	VENTURA RD	J ST
JACKSON ST	KAMALA ST	CHANNEL ISLAND BLVD
JUNIPER ST	VENTURA RD	J ST
K ST	HEMLOCK ST	W IRIS ST
K ST	KAMALA ST	CHANNEL ISLAND BLVD
KAMALA ST	VENTURA RD	J ST
L ST	KAMALA ST	LAUREL ST
LASSEN ST	KAMALA ST	LAUREL ST
LAUREL ST	M ST	K ST
M ST	HEMLOCK ST	CHANNEL ISLAND BLVD
MANZANITA DR	N. END CUL-DE-SAC	CHANNEL ISLAND BLVD
MARYN LN	MANZANITA DR	FRIEDRICH LN
VENTURA SERVICES RD	CASA SAN CARLOS DR	HEMLOCK ST

Kamala Park Neighborhood

STREET NAME:	FROM:	TO:
E ST	HILL ST	CEDAR ST
ELM CT	W END	G ST
B ST	CEDAR ST	ELM ST
BIRCH ST	C ST	SAVIERS RD
CEDAR CT	C ST	S B ST
COACH C LN	C St	Saviers St
D ST	WOLFF ST	S END
G ST	WOOLEY RD	HILL ST
G ST	HILL ST	J ST
GUAVA ST	VALLEY PARK DR	SAVIERS RD
HILL ST	S J ST	SAVIERS RD
H ST	WOOLEY RD	HILL ST
I ST	WOOLEY RD	HILL ST
IRIS ST	D ST	SAVIERS RD
JUNIPER ST	C ST	E END
KAMALA ST	J ST	C ST
LINDEN DR	J ST	C ST
MAYWOOD WY	C ST	LINDEN RD
MAYWOOD WY	LINDEN RD	CHANNEL ISLAND BL
VALLEY PARK DR	BIRCH ST	JUNIPER ST
WOLFF ST	I ST	C ST
WOLFF ST	W END	C ST
WOLFF ST	C ST	SAVIERS RD

La Colonia Neighborhood

STREET NAME:	FROM:	TO:
COLONIA RD	OXNARD BLVD	JUANITA AVE
COOPER RD	OXNARD BLVD	JUANITA AVE
HARISON AVE	COLONIA RD	COOPER RD
HAYES AVE	COLONIA RD	COOPER RD
GRANT AVE	COLONIA RD	COOPER RD
GARFIELD AVE	COLONIA RD	COOPER RD
N ROSEVELT AVE	COLONIA RD	COOPER RD
N MCKINLEY AVE	COLONIA RD	COOPER RD
N BONITA AVE	COLONIA RD	COOPER RD
ANITA AVE	COLONIA RD	COOPER RD
FELICIA CT	N MARQITA CT	N MARQITA CT
E FIRST ST	N HARISON AVE	S JUANITA AVE
S BONITA AVE	COLONIA RD	E THIRD ST
HARDING AVE	E FIRST ST	E THIRD ST
S JUANITA AVE	COLONIA RD	E THIRD ST
NAVARO ST	FIRST ST	E THIRD ST
S COMPTON DR	FIRST ST	E THIRD ST
SARITA DR	FIRST ST	E SECOND ST
E SECOND ST	WILSON AVE	CRAWFORD ST
CRAWFORD ST	COMPTON ST	E SECOND ST

Residential Resurfacing – Ph II – Various Streets

STREET NAME:	FROM:	TO:
NINTH ST	S C ST	OXNARD BLVD
K ST	W SECOND ST	W FIFTH ST
W THIRD ST	CDS	S K ST
W 1 ST ST	S C ST	OXNARD BLVD

ARTERIAL STREET RESURFACING – CIP Project

STREET NAME:	FROM:	TO:
E GONZALES ROAD	OXNARD BLVD	RICE AVE
W GONZALES ROAD	VICTORIA AVE	OXNARD BLVD
HUENEME RD	J ST	EDISON DR
OXNARD BLVD	GONZALES RD	ROBERTS AVE

PUBLIC WORKS ROAD & SIGNAL MAINTENANCE - Operational

All Citywide streets are included in this operational project including:

Channel Islands Boulevard

Fifth Street

Gonzales Road

Oxnard Boulevard

Pleasant Valley Road

Rice Avenue

Rose Avenue

Saviers Road

Ventura Road

Wooley Road

ANNUAL PAVEMENT SYSTEM UPGRADE - Operational

All Citywide streets are included in this planning project including:

Channel Islands Boulevard

Fifth Street

Gonzales Road

Oxnard Boulevard

Pleasant Valley Road

Rice Avenue

Rose Avenue

Saviers Road

Ventura Road

Wooley Road

SENATE BILL (SB1) ROAD MAINTENANCE REHABILITATION ACCOUNT (RMRA) PROJECT LIST FOR FISCAL YEAR 2023-24

Public Works and Transportation Committee
May 9, 2023

Christopher Solis, Assistant City Engineer, Public Works

That the Public Works and Transportation Committee recommend that the City Council adopt a resolution to:

1. Adopt the Fiscal Year 2023-24 project list of Senate Bill 1 (SB1) proposed projects that will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues; and
2. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.



April 2017 - Governor signed Senate Bill 1 (SB1) also known as the Road Repair and Accountability Act of 2017.

- SB1 increases fuel taxes and vehicle registration to provide the State an estimated \$5.4 billion annually to fix roadways.
- SB1 is distributed through several programs including the Roadway Maintenance and Rehabilitation Account (RMRA).

- RMRA Provides City with funding on a per-capita basis
- Use is restricted to road maintenance and rehabilitation when the Citywide pavement condition index (PCI) is below 79
- PCI since RMRA funding began:

2017 - PCI 61

2018 - PCI 62

2019 - PCI 61

2020 - PCI 63

2021 - PCI 65

2022 - PCI 65



2023 StreetSaver Report

Here is how you did:

Current PCI: 65

PCI on
January 1: 65

% of Very
Good: 46%

% of Very Poor: 7%

- California Transportation Commission (CTC) requires agencies adopt a Resolution listing projects utilizing RMRA.
- Staff recommends the following listed projects to expend \$4.9m of new FY 2023-24 funding, as well as any unspent, previously allocated, RMRA funding:

Operational Projects:

- Public Works Road & Signal Maintenance*
- Annual Pavement System Upgrade*

CIP Projects:

- Neighborhood Street Resurfacing*
- Arterial Street Resurfacing*

*List of streets and neighborhoods attached to Staff Report

City Responsible for Road Maintenance & Rehab of:

Lane Miles

*Alley Miles

*Parking Lots

1,034

70

61

*RMRA can only be used on Neighborhood & Arterial street lane miles. Alley miles and parking lots do not qualify for RMRA use

- Street inspections are performed on a three-year rotation by Pavement Engineering Inc (PEI):
 - 1/3rd of residential and collector streets are inspected each year
 - 100% of arterial roads inspected each year
- Pavement Management System (PMS) is used to:
 - Track inventory, store work history, and estimate cost
 - Identify candidate streets for potential repair and maintenance

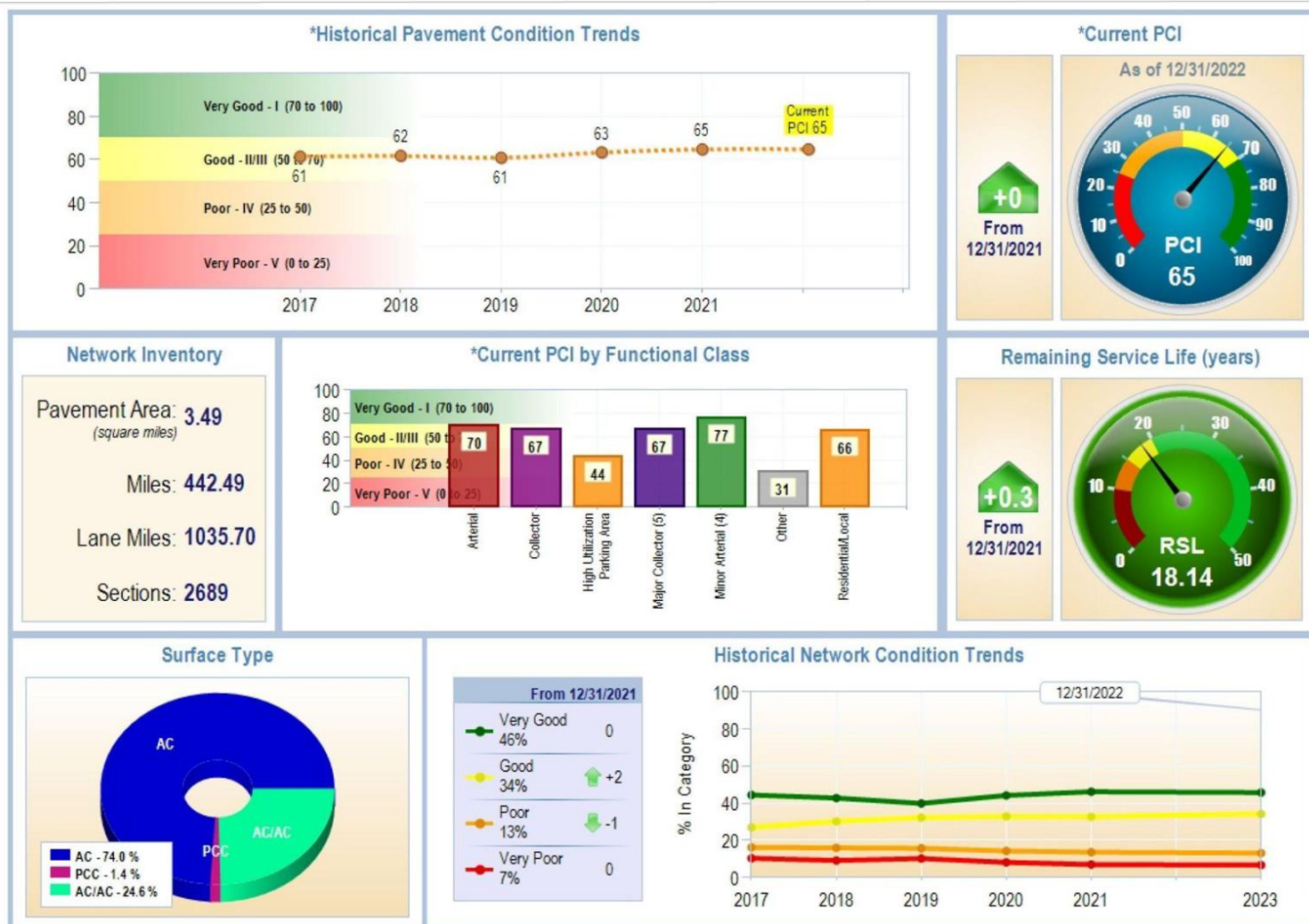
- PEI uses a variety of measurements to determine the Pavement Condition Index (PCI) including:
 - How many cracks there are in a mile of pavement
 - How deep and long those cracks are
 - What the crack pattern is
 - What percentage of a road segment displays deficiencies
- Crack and deficiency patterns include:
 - Alligator cracking
 - Block cracking
 - Longitudinal cracking
 - Transverse cracking

- The patterns and the percentage of roadway segment are entered into the StreetSaver database and a PCI is generated.
- Information is used to determine the most cost effective repair strategy:
 - Cost of repair + life expectancy = annual maintenance cost
 - Timing repairs accurately minimizes deferred maintenance
 - This means not spending more than what is necessary on an annual basis on road maintenance

City of Oxnard

City of Oxnard

Run Date: 12/31/2022



- Public Works reviews this information and considers:
 1. How the timing of street repairs matches with pipe replacement needs, and
 2. How can the streets be grouped to maximize cost effectiveness and efficiency.
- This analysis is used to create our Pavement Management Program and recommendation for projects to use RMRA funding.

Recommended action and resolution fulfills State requirements and does not appropriate funds through this item. Actual funding will be requested and appropriated during the budgeting process for FY 2023-24.



QUESTIONS