



**CITY COUNCIL AGENDA REPORT  
INFORMATION/CONSENT AGENDA  
AGENDA ITEM NO. L.7.**

**DATE:** May 7, 2019  
**TO:** City Council  
**FROM:** Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org  
**SUBJECT:** Approval of Third Amendment to Agreement for Trade Services with Weck Laboratories, Inc. for processing water testing samples for the Channel Islands Water Quality Issue.

**RECOMMENDATION**

That the City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. A-7583 with Weck Laboratories, Inc. to:

1. Add the Special Districts Division to the Agreement's Scope of Services; and
2. Increase the value of the Agreement from \$900,000 to \$960,000 for ongoing services relating to the Channel Islands Harbor water quality issue.

**BACKGROUND**

In June 2018, the Channel Islands Harbor experienced a degradation event, resulting in discoloration of the water and a small amount of marine life death. The areas most affected were in the back basins between Westport and Seabridge Community Facilities Districts. On November 13, 2018, the City Council approved the First Amendment to Agreement No. A-8093 to provide for water quality sampling, nutrient analysis, program management and presentations to the public through Aquatic Bioassay & Consulting Laboratories, Inc. As part of this agreement, the City would submit the water quality testing samples through our contract with WECK Laborites, Inc. for analysis.

**DISCUSSION**

Weck Laboratories, Inc. currently provides services to the City's Water, Wastewater and Recycled Water Divisions of Public Works. The Third Amendment to Agreement A-7583 with Weck Laboratories, Inc. is to provide funding to the Special Districts Division of Public Works analysis of the water quality samples taken by the City's consultant, Aquatic Bioassay & Consulting, Inc. for the analysis. This testing is being used to collect data as it related to the Water Quality Issue in the Channel Islands Harbor and its surrounding waterways.

**STRATEGIC PRIORITIES**

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Objective 5b. Protect ocean and waterways.

**FINANCIAL IMPACT**

No additional funding is required for this amendment. Funding is available through the operational line items within the FY18/19 of the Assessment Districts listed. Costs for the Third Amendment are allocated as follows:

<b>District</b>	<b>Account Number</b>	<b>Amount</b>
Waterways Zone 1 – Mandalay Bay	121-1606-805- 8229	\$32,400
Waterways Zone 2 – Harbour Island	177-1606-805- 8229	\$5,302
Westport CFD 2	175-1606-805- 8229	\$7,658
Seabridge CFD 4	173-1606-805- 8229	\$13,550
Contingency		\$1,090
	<b>TOTAL AMENDMENT</b>	<b>\$60,000</b>

### **COMMITTEE OUTCOME**

The Public Works and Transportation Committee voted 2-0 on April 9, 2019, to approve staff recommendation and to forward the item for Council approval.

*Prepared by: Jeri Cooper, Manager*

### **ATTACHMENTS**

1. Attachment A - A-7583 Third Amendment
2. Attachment B - A-7583 Second Amendment
3. Attachment C - A-7583 First Amendment
4. Attachment D - Agreement A-7583

**THIRD AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Third Amendment (“Third Amendment”) to the Agreement for Trade Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Oxnard, a municipal corporation (“City”), and Weck Laboratories, Inc. (“Vendor”). This Third Amendment amends the Agreement entered into on May 7, 2013, by City and Vendor. The Agreement previously has been amended on May 19, 2016, by a First Amendment, and on June 6, 2017, by a Second Amendment.

City and Vendor agree as follows:

1. In Section 4 of the Agreement, the “total amount not to exceed of \$900,000” is deleted and replaced with, “total amount not to exceed of \$960,000.”
2. In Section 4 of the Agreement, the sentence “Separate invoices for Water, Wastewater, and Recycled Water services shall be provided when samples are submitted on separate chain-of-custody forms,” is deleted in its entirety and replaced with, “Separate invoices for Water, Wastewater, Recycled Water and Special Districts services shall be provided when samples are submitted on separate chain-of-custody forms.”
3. In Section 12 of the Agreement, the following City mail address is added:  
  
“City of Oxnard  
Special Districts  
1060 Pacific Avenue  
Oxnard, CA 93030  
Attn: Division Manager”
4. As so amended, the Agreement remains in full force and effect.


[Signatures on next page]

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

**CITY OF OXNARD**

**WECK LABORATORIES, INC.**

Tim Flynn, Mayor \_\_\_\_\_ Date \_\_\_\_\_  
 Alexander Nguyen, City Manager  
 Lisa Boerner, Purchasing Manager  
 [name], Buyer

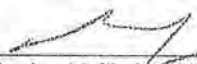
 \_\_\_\_\_ Date 3/12/19  
Alfredo Pierr, President

 \_\_\_\_\_ Date 3/12/19  
Cecilia Pierr, Secretary

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk  
(only if Mayor signs) \_\_\_\_\_ Date \_\_\_\_\_

APPROVED AS TO FORM:

 \_\_\_\_\_ Date 3/6/19  
Stephen M. Fischer, City Attorney  
(always required)

**SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Second Amendment (“Second Amendment”) to the Agreement for Trade Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 6<sup>th</sup> day of June, 2017, by and between the City of Oxnard, a municipal corporation (“City”), and Weck Laboratories, Inc. (“Vendor”). This Second Amendment amends the Agreement entered into on May 7, 2013, by City and Vendor. The Agreement previously has been amended on May 19, 2016, by a First Amendment.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date “May 7, 2017” is deleted and replaced with the date “May 7, 2020.”

2. The following line item is added to Exhibit C:

Frequency	Approx Qty.	Item Description	Method	Unit Price	Extended Price
Anytime other than Tuesday and Wednesday	N/A	Pick-ups on non-routine days	N/A	\$180	N/A

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

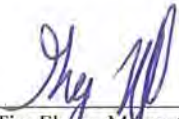
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COUNCIL APPROVED  
6/6/2017 1C3(D)  
DATE

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**CITY OF OXNARD**

**VENDOR/CONTRACTOR/CONSULTANT**

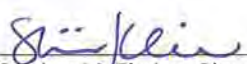
  
\_\_\_\_\_  
 Tim Flynn, Mayor (if agreement is \$250,000.01 or more) Date 6-7-17  
 Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00)  
 [name], Purchasing Agent (if agreement is up to \$25,000.00)

\_\_\_\_\_  
Alfredo Pierri, President Date \_\_\_\_\_  
\_\_\_\_\_  
Cecilia Pierri, President Date \_\_\_\_\_


ATTEST:


N/A  
\_\_\_\_\_  
Michelle Ascencion, City Clerk Date \_\_\_\_\_  
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:


  
\_\_\_\_\_  
Stephen M. Fischer, City Attorney Date 5/2/17  
(required for any agreement amount)

APPROVED AS TO CONTENT:


  
\_\_\_\_\_  
Omar Castro, Water Division Manager (required Date \_\_\_\_\_  
for any agreement amount)

  
\_\_\_\_\_  
Dan Rydberg, P.E., Public Works Director (if Date 5-10-17  
agreement is \$25,000.01 or more)

APPROVED AS TO AMOUNT:

  
\_\_\_\_\_  
Ruth Osuna, Assistant City Manager (if Date 6-7-17  
agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Mike More, Risk Manager (required Date 5-17-17  
for any agreement amount)

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; 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.

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

**CITY OF OXNARD**

**VENDOR/CONTRACTOR/CONSULTANT**

- Tim Flynn, Mayor (if agreement is \$250,000.01 or more) \_\_\_\_\_ Date \_\_\_\_\_
- Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00) \_\_\_\_\_
- [name], Purchasing Agent (if agreement is up to \$25,000.00) \_\_\_\_\_



\_\_\_\_\_  
Alfredo Pierri, President \_\_\_\_\_ Date 5/3/17




\_\_\_\_\_  
~~Cecilia Pierri, President~~ Secretary \_\_\_\_\_ Date 5/3/17

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk \_\_\_\_\_ Date \_\_\_\_\_  
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APPROVED AS TO AMOUNT:

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Spectrum Risk Management 74 Discovery Irvine, CA 92618  www.spectrumrisk.com      0C77485	<b>CONTACT NAME:</b> Account Manager <b>PHONE (A/C, No, Ext):</b> 949-756-5730 <b>FAX (A/C, No):</b> 949-756-5740 <b>E-MAIL ADDRESS:</b> office@spectrumrisk.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER B: American Fire and Casualty Company</td> <td>24066</td> </tr> <tr> <td>INSURER C: Republic Indemnity Company of America</td> <td>22179</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest Indemnity Insurance Company	10851	INSURER B: American Fire and Casualty Company	24066	INSURER C: Republic Indemnity Company of America	22179	INSURER D:		INSURER E:		INSURER F:
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**COVERAGES**      **CERTIFICATE NUMBER:** 35029892      **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		EF4ML0532 7 161	6/22/2016	6/22/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAA (18) 55 99 57 10	4/9/2017	4/9/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	177031-09	4/9/2017	4/9/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made			EF4ML0532 7 161	6/22/2016	6/22/2017	Aggregate: \$2,000,000 Each Incident: \$2,000,000 Deductible: \$5,000 each incident Retro Date: 6/22/1995

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reference #4385-08-DS City of Oxnard, its City Council, officers, employees, agents and volunteers are an Additional Insured as required by written contract with named insured per attached policy form CG 2037 as respects to general liability. GL deductible is \$5,000 per occurrence. Primary and non contributory terms apply to general liability per attached policy form ECG2458812/15. Auto liability additional insured terms apply per attached policy form CA8810. Auto Liability and Work Comp waiver of subrogation applies per attached endorsements.

<b>CERTIFICATE HOLDER</b>  City of Oxnard 300 West Third Street, Suite 302 Oxnard CA 93030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Victor Farfan
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Spectrum Risk Management		NAMED INSURED Weck Laboratories, Inc. Weck Analytical Environmental Services, Inc. 14859 East Clark Avenue City of Industry CA 91745	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** City of Oxnard

**ADDRESS:** 300 West Third Street, Suite 302 Oxnard CA 93030

**CANCELLATION CLAUSE - REVISED LANGUAGE**

AS REQUIRED BY LICENSING AND STATUTORY REGULATIONS, THE NEW EDITION OF THE ACORD 25 CERTIFICATE OF LIABILITY INSURANCE (2016/03) IS BEING IMPLEMENTED. THE CANCELLATION CLAUSE HAS BEEN MODIFIED AND CAN NO LONGER BE AMENDED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY PROVISION – YOUR ONGOING AND/OR COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART
- MOTOR VEHICLES POLLUTION LIABILITY COVERAGE PART

Paragraph 4., **Other Insurance of Conditions (Section IV)** is amended by the addition of the following:

If other liability insurance similar to this insurance listing as a Named Insured a person or organization that is:

- a. An owner of real or personal property on which you are performing operations; or
- b. A contractor on whose behalf you are performing operations,

and this policy names those persons or organizations as additional insureds for those operations, then this insurance is primary to that other insurance, and that other insurance shall not contribute to amounts payable under this insurance, for liability arising out of your ongoing and/or completed operations performed for that person or organization under a written contract which requires that this insurance be primary. However, this does not apply if the written contract was not executed prior to the date that your operations for that person or organization commenced.



# CERTIFICATE OF LIABILITY INSURANCE

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6/22/2016

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**INSURED**  
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 Weck Analytical Environmental Services, Inc.  
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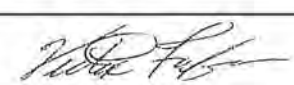
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ACORD 25 (2016/03)      The ACORD name and logo are registered marks of ACORD



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FORM NUMBER: 25      FORM TITLE: Certificate of Liability (03/16)

HOLDER: City of Oxnard

ADDRESS: 300 West Third Street, Suite 302 Oxnard CA 93030

CANCELLATION CLAUSE - REVISED LANGUAGE

AS REQUIRED BY LICENSING AND STATUTORY REGULATIONS, THE NEW EDITION OF THE ACORD 25 CERTIFICATE OF LIABILITY INSURANCE (2010/05) IS BEING IMPLEMENTED. THE CANCELLATION CLAUSE HAS BEEN MODIFIED AND CAN NO LONGER BE AMENDED.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket where required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY PROVISION – YOUR ONGOING AND/OR COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART
- MOTOR VEHICLES POLLUTION LIABILITY COVERAGE PART

Paragraph 4., **Other Insurance of Conditions (Section IV)** is amended by the addition of the following:

If other liability insurance similar to this insurance listing as a Named Insured a person or organization that is:

- a. An owner of real or personal property on which you are performing operations; or
- b. A contractor on whose behalf you are performing operations,

and this policy names those persons or organizations as additional insureds for those operations, then this insurance is primary to that other insurance, and that other insurance shall not contribute to amounts payable under this insurance, for liability arising out of your ongoing and/or completed operations performed for that person or organization under a written contract which requires that this insurance be primary. However, this does not apply if the written contract was not executed prior to the date that your operations for that person or organization commenced.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**COVERAGE INDEX**

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	19
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	22
EMPLOYEES AS INSUREDS (including employee hired auto)	2
EXTENDED CANCELLATION CONDITION	23
EXTRA EXPENSE - BROADENED COVERAGE	10
GLASS REPAIR - WAIVER OF DEDUCTIBLE	15
HIRED AUTO PHYSICAL DAMAGE (including employee hired auto and loss of use)	6
HIRED AUTO COVERAGE TERRITORY	20
LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	17
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	18
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	20

**SECTION II - LIABILITY COVERAGE** is amended as follows:

**1. BROAD FORM INSURED**

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

**2. EMPLOYEES AS INSURED**

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

**3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

**4. SUPPLEMENTARY PAYMENTS**

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations ) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**5. AMENDED FELLOW EMPLOYEE EXCLUSION**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

**6. HIRED AUTO PHYSICAL DAMAGE**

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



280

of 58

45

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
  - (1) \$50,000; or
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
  - (1) Any "auto" that is hired, rented or borrowed with a driver; or
  - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following: "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

## 7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

## 8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:



280

of 50

47

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

#### 14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
  - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
  - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
  - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
  - d. Transfer or rollover balances from previous loans or leases,
  - e. Final payment due under a "Balloon Loan",
  - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
  - g. Security deposits not refunded by a lessor,
  - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
  - i. Any amount representing taxes,
  - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

#### B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

**15. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

**17. TWO OR MORE DEDUCTIBLES**

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

**SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:**

**18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
  - 1. You, if you are an individual;
  - 2. A partner, if you are a partnership;
  - 3. Member, if you are a limited liability company;
  - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

**20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

**21. HIRED AUTO COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

**SECTION V - DEFINITIONS is amended as follows:**

**22. BODILY INJURY REDEFINED**

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**COMMON POLICY CONDITIONS**

**23. EXTENDED CANCELLATION CONDITION**

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



Coverage Is Provided In:  
American Fire and Casualty Company - a stock company

Policy Number:  
**BAA (17) 55 99 57 10**  
Policy Period:  
**From 03/04/2016 To 03/04/2017**  
Endorsement Period:  
**From 03/04/2016 to 03/04/2017**  
12:01 am Standard Time  
at Insured Mailing Location

**Policy Change Endorsement**

**Named Insured & Mailing Address**

**Agent Mailing Address & Phone No.**

WECK LABORATORIES, INC  
14859 EAST CLARK AVE  
CITY OF INDUSTRY, CA 91745

(949) 756-5730  
SPECTRUM RISK MANAGEMENT & INS  
74 DISCOVERY  
IRVINE, CA 92618-3105

**CHANGES TO POLICY - TRANSACTION # 2**

**This Policy Change Endorsement Results In A Change In The Charges As Follows:**

No Change in Premium

**Description of Change(s)**

Adding Waiver of Subrogation CA8862 0113  
effective 05/17/2016: City of Oxnard, Risk  
Manager, Reference No. Agreement A-7583, 300  
West Third Street, Suite 302, Oxnard, California  
93030.

Servicing Office Southern California  
and Issue Date 04/29/16

\_\_\_\_\_  
Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08





Coverage Is Provided In:  
American Fire and Casually Company - a stock company

Policy Number:  
**BAA (17) 55 99 57 10**  
Policy Period:  
**From 03/04/2016 To 03/04/2017**  
Endorsement Period:  
**From 03/04/2016 to 03/04/2017**  
12:01 am Standard Time  
at Insured Mailing Location

### Policy Change Endorsement

**Named Insured**

**Agent**

WECK LABORATORIES, INC

(949) 756-5730  
SPECTRUM RISK MANAGEMENT & INS

### POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

These Forms and Endorsements were included in your original policy. An asterisk(\*) indicates a new or updated version is included in this package.

FORM NUMBER	TITLE
AC 00 31 01 14	Changes in Your Policy
AC 84 70 05 15	Punitive or Exemplary Damages Exclusion - CA
CA 00 01 03 06	Business Auto Coverage Form
CA 01 43 05 07	California Changes
CA 20 48 02 99	Designated Insured
CA 21 54 09 09	California Uninsured Motorists Coverage - Bodily Injury
CA 23 85 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism
CA 85 47 12 93	Temporary Substitute Auto - Physical Damage Insurance
CA 85 53 12 93	Recreational Trailers and Boat Trailers
CA 88 10 01 13	Business Auto Coverage Enhancement Endorsement
*CA 88 62 01 13	Waiver of Transfer of Right of Recovery Against Others to Us
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 02 70 09 12	California Changes - Cancellation and NonRenewal

Servicing Office Southern California  
and Issue Date 04/29/16

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08



Coverage Is Provided In:  
 American Fire and Casualty Company - a stock company

Policy Number:  
**BAA (17) 55 99 57 10**  
 Policy Period:  
**From 03/04/2016 To 03/04/2017**  
 12:01 am Standard Time  
 at Insured Mailing Location

**Business Automobile**  
**Revised Policy Declarations**

**ITEM ONE:**

Named Insured	Agent
WECK LABORATORIES, INC	(949) 756-5730 SPECTRUM RISK MANAGEMENT & INS

**ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

\*See Business Auto Coverage Form CA 00 01 for Covered Auto Symbol Descriptions

COVERAGES	LIMIT	PREMIUM
Liability Insurance	\$1,000,000 each accident Covered Auto Symbol(s) 01*	\$3,563.00
Uninsured Motorists	\$1,000,000 each accident	\$545.00
California	California Uninsured Motorists Coverage - Bodily Injury Covered Auto Symbol(s) 02*	
Physical Damage	Refer to Item Three	
Comprehensive	Covered Auto Symbol(s) 02*	\$597.00
Collision	Covered Auto Symbol(s) 02*	\$835.00
Miscellaneous Coverages	Business Auto Enhancement Endorsement	\$94.00

**Total Provisional Charges: \$5,634.00**  
*Note: This is not a bill*

To report a claim, call your Agent or 1-800-362-0000  
 DS 70 43 01 08



Coverage Is Provided In:  
American Fire and Casualty Company - a stock company

Policy Number:  
**BAA (17) 55 99 57 10**  
Policy Period:  
**From 03/04/2016 To 03/04/2017**  
12:01 am Standard Time  
at Insured Mailing Location

**Business Automobile  
Revised Policy Declarations**

**Named Insured**

**Agent**

WECK LABORATORIES, INC

(949) 756-5730  
SPECTRUM RISK MANAGEMENT & INS

**SUMMARY OF COVERED VEHICLES**

UNIT	YEAR	MAKE/MODEL	VIN	TERR	ST	CLASS	ZIP	SYM/COST
001	2006	TOYOTA TACOMA 4X2	5TETX22N76Z259560	003	04	03199	91745	\$17,220
002	2009	TOYOTA TACOMA 4X2	5TETX22N99Z603152	003	04	03199	91745	\$19,205
003	2015	Nissan NV200 SV	3N6CM0KN3FK716657	003	04	03199	91745	\$21,230
004	2015	MERCEDES S550 COUP	WDDXJ8FB4FA009053	003	04	7391	91745	\$120,000

To report a claim, call your Agent or 1-800-362-0000  
DS 70 43 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM

The Transfer Of Rights of Recovery Against Others To Us Condition does not apply to the person(s), or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**SCHEDULE**

Name(s) of Person(s) or Organization(s): City of Oxnard  
Risk Manager  
Reference No. Agreement A-7583  
300 West Third Street, Suite 302, Oxnard, CA 93030

(If no name appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Person or Organization	Job Description
California	City of Oxnard 300 West Third Street, Suite 5 Oxnard, CA 93030	Water Analysis

The additional premium charge for this endorsement shall be \$50 per job for those listed above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Republic Indemnity Company of America	
Company Number	19739
Insured	Weck Laboratories, Inc.
Policy Number	177031-08
Endorsement Number	23
Endorsement Effective	May 07, 2016
Printed On	May 02, 2016

Countersigned by : \_\_\_\_\_

**FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of May, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Weck Laboratories, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on May 7, 2013, by City and Vendor.


City and Vendor agree as follows:

1. In Section 3, the date "May 7, 2016" is deleted and replaced with the date "May 7, 2017."
2. The second sentence of Section 4 is replaced in its entirety with the following: "Agreement is not to exceed \$900,000 for the term of May 7, 2013 to May 7, 2017".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

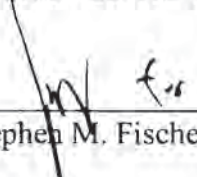
VENDOR

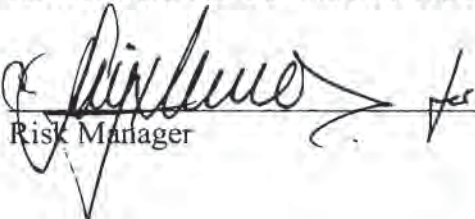
  
 \_\_\_\_\_  
 Greg Nyhoff, City Manager

  
 \_\_\_\_\_  
 Alfredo Pierri, President  
 Weck Laboratories, Inc.

APPROVED AS TO FORM:


APPROVED AS TO INSURANCE:

  
 \_\_\_\_\_  
 Stephen M. Fischer, City Attorney

  
 \_\_\_\_\_  
 Risk Manager

APPROVED AS TO CONTENT:

  
 \_\_\_\_\_  
 Daniel Rydberg, Public Works Director

  
 \_\_\_\_\_  
 Badaoui Mouderrès  
 Interim Environmental Compliance &  
 Program Management Division Manager

6/20/2016 H-1(D)  
 DATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Spectrum Risk Management 74 Discovery Irvine, CA 92618	CONTACT NAME: Account Manager	PHONE (A/C, No, Ext): 949-756-5730	FAX (A/C, No): 949-756-5740
	E-MAIL ADDRESS: office@spectrumrisk.com		
www.spectrumrisk.com 0C77485	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Everest Indemnity Insurance Company		10851 A
	INSURER B : American Fire and Casualty Company		24066 A
	INSURER C : Republic Indemnity Company of America		22179 A
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES**      **CERTIFICATE NUMBER:** 29763808      **REVISION NUMBER:**

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.

ISR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		EF4ML0532 7151	6/22/2015	6/22/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPIOP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAA (17) 55 99 57 10	3/4/2016	3/4/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>		177031-08	4/9/2016	4/9/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Claims Made			EF4ML0532 7151	6/22/2015	6/22/2016	Aggregate: \$2,000,000 Each Incident: \$1,000,000 Deductible: \$5,000 Retro Date: 6/22/1995	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reference #4385-08-DS City of Oxnard, its City Council, officers, employees, agents and volunteers are an Additional Insured as required by written contract with named insured per attached policy form CG 2037 as respects to general liability. GL deductible is \$5,000 per occurrence. Primary and non contributory terms apply to general liability per attached policy from ECG 24514. Auto liability additional insured terms apply per attached policy form CA8810. Auto Liability and Work Comp waiver of subrogation applies per attached endorsements.

**CERTIFICATE HOLDER**      **CANCELLATION**

City of Oxnard 300 West Third Street, Suite 302 Oxnard CA 93030	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>Victor Farfan </p>
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ACORD 25 (2016/03)

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Spectrum Risk Management		NAMED INSURED Weck Laboratories, Inc. Weck Analytical Environmental Services, Inc. 14859 East Clark Avenue City of Industry CA 91745
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)  
**HOLDER:** City of Oxnard  
**ADDRESS:** 300 West Third Street, Suite 302 Oxnard CA 93030

CANCELLATION CLAUSE - REVISED LANGUAGE

AS REQUIRED BY LICENSING AND STATUTORY REGULATIONS, THE NEW EDITION OF THE ACORD 25 CERTIFICATE OF LIABILITY INSURANCE (2010/05) IS BEING IMPLEMENTED. THE CANCELLATION CLAUSE HAS BEEN MODIFIED AND CAN NO LONGER BE AMENDED.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket where required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY PROVISION – YOUR OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 4., **Other Insurance of Conditions (Section IV)** is amended by the addition of the following:

If insurance similar to this insurance is held by a person or organization that is:

- a. An owner of real or personal property on which you are performing operations; or
- b. A contractor on whose behalf you are performing operations,

this insurance is primary to that other insurance, and that other insurance shall not contribute to amounts payable under this insurance, for liability arising out of your ongoing operations performed for that person or organization under a written contract. However, this does not apply to any person or organization:

- a. From whom you did not receive a specific written request that this insurance be primary insurance, or if you did not receive that request prior to the date that your operations for that person or organization commenced, or
- b. For whom a certificate of insurance evidencing that request is not on file with, or received by, us prior to sixty days after the end of the policy period for this insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**COVERAGE INDEX**

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	19
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	22
EMPLOYEES AS INSUREDS (including employee hired auto)	2
EXTENDED CANCELLATION CONDITION	23
EXTRA EXPENSE - BROADENED COVERAGE	10
GLASS REPAIR - WAIVER OF DEDUCTIBLE	15
HIRED AUTO PHYSICAL DAMAGE (including employee hired auto and loss of use)	6
HIRED AUTO COVERAGE TERRITORY	20
LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	17
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	18
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	20

**SECTION II - LIABILITY COVERAGE** is amended as follows:

**1. BROAD FORM INSURED**

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

**2. EMPLOYEES AS INSURED**

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

**3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

**4. SUPPLEMENTARY PAYMENTS**

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations ) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**5. AMENDED FELLOW EMPLOYEE EXCLUSION**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

**6. HIRED AUTO PHYSICAL DAMAGE**

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
  - (1) \$50,000; or
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
  - (1) Any "auto" that is hired, rented or borrowed with a driver; or
  - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:  
"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

#### 7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

#### 8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

## 9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

## 10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

## 11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

## 12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

## 13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

#### 14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
  - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
  - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
  - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
  - d. Transfer or rollover balances from previous loans or leases,
  - e. Final payment due under a "Balloon Loan",
  - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
  - g. Security deposits not refunded by a lessor,
  - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
  - i. Any amount representing taxes,
  - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

#### B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.



**15. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

**17. TWO OR MORE DEDUCTIBLES**

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

**SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:**

**18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
  - 1. You, if you are an individual;
  - 2. A partner, if you are a partnership;
  - 3. Member, if you are a limited liability company;
  - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

**20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

**21. HIRED AUTO COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

*This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.*

**SECTION V - DEFINITIONS is amended as follows:**

**22. BODILY INJURY REDEFINED**

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**COMMON POLICY CONDITIONS**

**23. EXTENDED CANCELLATION CONDITION**

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

State	Person or Organization	Job Description
California	City of Oxnard 300 West Third Street, Suite 5 Oxnard, CA 93030	Water Analysis

The additional premium charge for this endorsement shall be \$50 per job for those listed above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

<b>Republic Indemnity Company of America</b>	
Company Number	19739
Insured	Weck Laboratories, Inc.
Policy Number	177031-08
Endorsement Number	23
Endorsement Effective	May 07, 2016
Printed On	May 02, 2016

Countersigned by: \_\_\_\_\_



Coverage Is Provided In:  
American Fire and Casualty Company - a stock company

Policy Number:  
**BAA (17) 55 99 57 10**  
Policy Period:  
**From 03/04/2016 To 03/04/2017**  
Endorsement Period:  
**From 03/04/2016 to 03/04/2017**  
12:01 am Standard Time  
at Insured Mailing Location

**Policy Change Endorsement**

**Named Insured & Mailing Address**

WECK LABORATORIES, INC  
14859 EAST CLARK AVE  
CITY OF INDUSTRY, CA 91745

**Agent Mailing Address & Phone No.**

(949) 756-5730  
SPECTRUM RISK MANAGEMENT & INS  
74 DISCOVERY  
IRVINE, CA 92618-3105

**CHANGES TO POLICY - TRANSACTION # 2**

**This Policy Change Endorsement Results In A Change In The Charges As Follows:**

No Change in Premium

**Description of Change(s)**

Adding Waiver of Subrogation CA8862 0113  
effective 05/17/2016: City of Oxnard, Risk  
Manager, Reference No. Agreement A-7583, 300  
West Third Street, Suite 302, Oxnard, California  
93030.

Servicing Office Southern California  
and Issue Date 04/29/16

\_\_\_\_\_  
Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08



Coverage Is Provided In:  
American Fire and Casualty Company - a stock company

Policy Number:  
**BAA (17) 55 99 57 10**  
Policy Period:  
**From 03/04/2016 To 03/04/2017**  
Endorsement Period:  
**From 03/04/2016 to 03/04/2017**  
12:01 am Standard Time  
at Insured Mailing Location

**Policy Change Endorsement**

**Named Insured**

**Agent**

WECK LABORATORIES, INC

(949) 756-5730  
SPECTRUM RISK MANAGEMENT & INS

**POLICY FORMS AND ENDORSEMENTS**

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

These Forms and Endorsements were included in your original policy. An asterisk(\*) indicates a new or updated version is included in this package.

FORM NUMBER	TITLE
AC 00 31 01 14	Changes in Your Policy
AC 84 70 05 15	Punitive or Exemplary Damages Exclusion - CA
CA 00 01 03 06	Business Auto Coverage Form
CA 01 43 05 07	California Changes
CA 20 48 02 99	Designated Insured
CA 21 54 09 09	California Uninsured Motorists Coverage - Bodily Injury
CA 23 85 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism
CA 85 47 12 93	Temporary Substitute Auto - Physical Damage Insurance
CA 85 53 12 93	Recreational Trailers and Boat Trailers
CA 88 10 01 13	Business Auto Coverage Enhancement Endorsement
*CA 88 62 01 13	Waiver of Transfer of Right of Recovery Against Others to Us
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 02 70 09 12	California Changes - Cancellation and NonRenewal

Servicing Office Southern California  
and Issue Date 04/29/16

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08



Coverage Is Provided In:  
 American Fire and Casualty Company - a stock company

Policy Number:  
**BAA (17) 55 99 57 10**  
 Policy Period:  
**From 03/04/2016 To 03/04/2017**  
 12:01 am Standard Time  
 at Insured Mailing Location

**Business Automobile  
 Revised Policy Declarations**

**ITEM ONE:**

Named Insured	Agent
WECK LABORATORIES, INC	(949) 756-5730 SPECTRUM RISK MANAGEMENT & INS

**ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

\*See Business Auto Coverage Form CA 00 01 for Covered Auto Symbol Descriptions

COVERAGES	LIMIT	PREMIUM
Liability Insurance	\$1,000,000 each accident Covered Auto Symbol(s) 01*	\$3,563.00
Uninsured Motorists	\$1,000,000 each accident	\$545.00
California	California Uninsured Motorists Coverage - Bodily Injury Covered Auto Symbol(s) 02*	
Physical Damage	Refer to Item Three	
Comprehensive	Covered Auto Symbol(s) 02*	\$597.00
Collision	Covered Auto Symbol(s) 02*	\$835.00
Miscellaneous Coverages	Business Auto Enhancement Endorsement	\$94.00

**Total Provisional Charges: \$5,634.00**

*Note: This is not a bill*

To report a claim, call your Agent or 1-800-362-0000.  
 DS 70 43 01 08



Coverage Is Provided In:  
American Fire and Casualty Company - a stock company

Policy Number:  
**BAA (17) 55 99 57 10**  
Policy Period:  
**From 03/04/2016 To 03/04/2017**  
12:01 am Standard Time  
at Insured Mailing Location

**Business Automobile**  
**Revised Policy Declarations**

**Named Insured**

**Agent**

WECK LABORATORIES, INC

(949) 756-5730  
SPECTRUM RISK MANAGEMENT & INS

**SUMMARY OF COVERED VEHICLES**

UNIT	YEAR	MAKE/MODEL	VIN	TERR	ST	CLASS	ZIP	SYM/COST
001	2006	TOYOTA TACOMA 4X2	5TETX22N76Z259560	003	04	03199	91745	\$17,220
002	2009	TOYOTA TACOMA 4X2	5TETX22N99Z603152	003	04	03199	91745	\$19,205
003	2015	Nissan NV200 SV	3N6CM0KN3FK716657	003	04	03199	91745	\$21,230
004	2015	MERCEDES S550 COUP	WDDXJ8FB4FA009053	003	04	7391	91745	\$120,000

To report a claim, call your Agent or 1-800-362-0000  
DS 70 43 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM

The Transfer Of Rights of Recovery Against Others To Us Condition does not apply to the person(s), or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**SCHEDULE**

Name(s) of Person(s) or Organization(s): City of Oxnard  
Risk Manager  
Reference No. Agreement A-7583  
300 West Third Street, Suite 302, Oxnard, CA 93030

(If no name appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).



**AGREEMENT FOR TRADE SERVICES**  
**(Includes Living Wage Requirements Effective from 7/1/12)**  
**Contract No. A-7583**

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 7th day of May, 2013, by and between the City of Oxnard ("City") and Weck Laboratories, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Laboratory Chemical Testing and Sampling.

Vendor shall provide required State Regulatory Compliance Water, Wastewater, and Recycled Water sampling on an as needed basis and in accordance with Exhibit A hereto and incorporated by this reference in full herein. Exact quantities may vary from the estimates given, and may be increased or decreased to meet agency's requirements. No minimum is guaranteed. Supplier shall bring apparent error or omissions to City's attention. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

2. Vendor shall provide such services according to the following schedule set forth in Exhibit B hereto and incorporated by this reference in full herein. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on May 7, 2013, and shall end on May 7, 2016. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor for the services requested under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference. Agreement is not to exceed \$300,000 per year for a total amount not to exceed of \$900,000. City shall pay vendor within thirty (30) days of receipt of an invoice from Vendor during contract period. Separate invoices for Water, Wastewater, and Recycled Water services shall be provided when samples are submitted on separate chain-of-custody forms.

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Any notices to Vendor may be delivered personally or by mail addressed to:

Weck Laboratories, Inc.  
Leo Raab, Director of Marketing  
14859 E. Clark Avenue  
City of Industry, CA 91745

Any notices to City may be delivered personally or by mail addressed to:

City of Oxnard  
Water Resources Division  
Water Section  
251 South Hayes Avenue  
Oxnard, CA 93030  
Attn: Water Regulatory Compliance Coordinator

City of Oxnard  
Water Resources Division  
Wastewater Section  
6001 South Perkins Road  
Oxnard, CA 93033  
Attn: Laboratory Supervisor

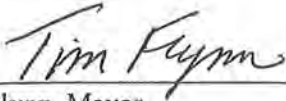
13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Maintenance and Inspection of Records

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

CITY OF OXNARD

VENDOR



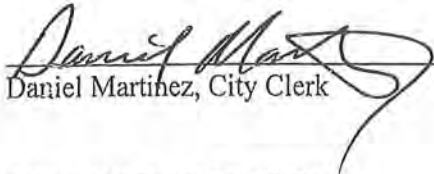
Tim Flynn, Mayor



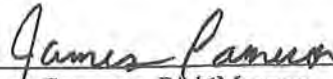
Alfredo Pierri, President  
Weck Laboratories, Inc.

ATTEST:

APPROVED AS TO INSURANCE:



Daniel Martinez, City Clerk



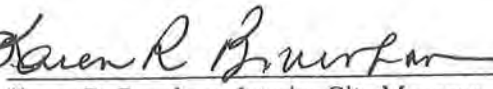
James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

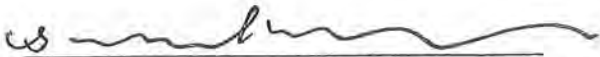


Alan Holmberg, City Attorney



Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director



Anthony Emmert, Water Resources Manager

## LIVING WAGE POLICY

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

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

EXHIBIT 1

Page 1 of 4

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

## EXHIBIT A

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

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

**EXHIBIT 1**  
**Page 3 of 4**

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

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

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

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

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

e. The foregoing requirements are restated on page 1 and 2 of the Agreement for Trade Services.

**EXHIBIT 1  
Page 4 of 4**



**EXHIBIT A**  
**SCOPE OF SERVICES AND VENDOR RESPONSIBILITIES**

**General Requirements:**

- 1) Supplier shall bring apparent error or omissions to City's attention.
- 2) Sample courier and containers will be at no additional cost if bottle orders are placed one week in advance of need and courier is scheduled at least one full workday in advance.
- 3) Full QC (Blank, LCS, duplicate or MS + MSD) is required for all analyses without surcharge. The City's sample is to be spiked for MS and MSD. The city will designate on the chain-of custody which sample is for this purpose and will provide adequate sample volume. Duplicate will only be supplied where MS and MSD is not practical.
- 4) When test results are questioned by the City, the laboratory will take extra steps to investigate the data starting with rechecks of calculations, re-injections/re-runs of extracts/digestates. If re-analysis of the original sample is not viable due to limited sample volume or expired holding time, re-sampling will be done and no additional costs will be invoiced for the re-analysis. If re-sampling indicates error, no additional costs will be invoiced, otherwise additional work is billable.
- 5) The City will impose a penalty of 10% per test for the first week the reports are submitted late and 5% for every week after. Certain unforeseen events that could delay release of the reports should be discussed with the City's Project Manager before the due date.

**Scope:**

- 1) Vendor shall provide state regulatory compliance water, wastewater, and recycled water sampling.
  - a) All samples must be run undiluted to obtain the lowest detection limits and if dilution is necessary, the lowest should be used to avoid over-inflated detection limits.
  - b) Testing outside the general scope may be requested on an as needed basis by the Project Manager.

**EXHIBIT B  
SCHEDULE**

Matrix	Parameters	Method	TAT (workdays)
Water	1,2,3-Trichloropropane (TCP) - GCMS-SIM	SRL 524M-TCP	10
Water	1,4-Dioxane - GCMS	EPA 8270M	10
Water	Aggressive index	AWWA	10
Water	Biochemical Oxygen Demand - SM5210B	SM 5210B	10
Water	Boron - EPA 200.8	EPA 200.8	10
Water	Bromate - EPA 300.1	EPA 300.1	10
Water	Chlorate - EPA 300.1	EPA 300.1	10
Water	Chlorite - EPA 300.1	EPA 300.1	10
Water	Chromium, Hexavalent - EPA 218.6	EPA 218.6	10
Water	EPA 504.1 - Fumigants (EDB, DBCP)	EPA 504.1	10
Water	EPA 508 - Organochlorine Pesticides & PCBs	EPA 508	10
Water	EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3	10
Water	EPA 524.2 - MTBE	EPA 524.2	10
Water	EPA 524.2 - TBA	EPA 524.2	10
Water	EPA 524.2 - TTHM	EPA 524.2	10
Water	EPA 524.2 - Volatile Organic Compounds	EPA 524.2	10
Water	EPA 525.2 - Regulated 3 compounds	EPA 525.2	10
Water	EPA 525.2 - Semivolatile Organics - extended	EPA 525.2	10
Water	EPA 525.2 Mod - OPP low-level	EPA 525.2M	10
Water	EPA 531.1 - Carbamates	EPA 531.1	10
Water	EPA 547 - Glyphosate	EPA 547	10
Water	EPA 548.1 - Endothall	EPA 548.1	10
Water	EPA 549.2 - Diquat	EPA 549.2	10
Water	EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2	10
Water	EPA 556 - Formaldehyde only	EPA 556	10
Water	EPA 608 - Organochlorine Pesticides & PCBs CTR	EPA 608	10
Water	EPA 624 - Volatile Organic Compounds	EPA 624	10
Water	EPA 625 - Semivolatile Organic Compounds	EPA 625	10
Water	EPA 8015B - Glycol	EPA 8015B	10
Water	General Minerals & Inorganic Chemicals	Varies	10
Water	General Physical (Title 22)	Varies	10
Water	Gross Alpha - EPA 900.0	EPA 900.0	10
Water	Gross Beta - EPA 900.0	EPA 900.0	10
Water	Langelier index - SM 2330B	SM 2330B	10
Water	Manganese - EPA 200.7	EPA 200.7	10
Water	Metals, Title 22 Inorganics - EPA 200.8	EPA 200.8	10
Water	Nitrate-N - EPA 353.2	EPA 353.2	10
Water	Nitrite-N - EPA 353.2	EPA 353.2	10
Water	Nitrosoamines low-level - EPA 1625M	EPA 1625M	10
Water	Oil and Grease - EPA 1664A	EPA 1664A	10

Water	Perchlorate - EPA 314.0	EPA 314.0	10
Water	pH - SM 4500 H B	SM 4500H+-B	10
Water	Settleable Solids - SM2540F	SM 2540F	10
Water	Specific Conductance (EC) - SM 2510B	SM 2510B	10
Water	Total Coliform and E. Coli by P/A Colilert	SM 9223B	10
Water	Total Dissolved Solids - SM 2540C	SM 2540C	10
Water	Turbidity - EPA 180.1	EPA 180.1	10
Water	Uranium (pCi/L) - EPA 200.8	EPA 200.8	10
Water	Vanadium - EPA 200.8	EPA 200.8	10
Solid	EPA 8081A - Organochlorine Pesticides	EPA 8081A	10
Solid	EPA 8081A/8082 - Pesticides and PCBs	Varies	10
Solid	EPA 8082 - Polychlorinated Biphenyls	EPA 8082	10
Solid	EPA 8260B - Volatile Organic Compounds	EPA 8260B	10
Solid	EPA 8270C - Semivolatile Organics BNA	EPA 8270C	10
Water	Alkyl Phenols by GCMS D7065	ASTM D7065	10-15
Water	Asbestos, water - TEM	EPA 100.2	10-15
Water	Bioassay EPA-821-R-02-012 Acute (fresh or marine)	EPA-821-R-02-012	10-15
Water	Dioxin 2378TCDD - EPA 1613B-ATP	EPA 1613B	10-15
Water	EPA 8141A - Organophosphorus Pesticides	EPA 8141A	10-15
Water	EPA 8330A - Explosives	EPA 8330A	10-15
Water	PCB Congener (56) by GCMS SIM	GC/MS/MS	10-15
Water	PFCs in water by LC/MS	EPA 537M	10-15
Water	Polybrominated Diphenyl Ethers (PBDEs) - EPA 1614M	GC/MS SIM	10-15
Water	PPCP - Hormones by LCMSMS-APCI+	EPA 1694M-APCI	10-15
Water	PPCP - Morphine by LCMSMS-ESI+	EPA 1694M-ESI+	10-15
Water	PPCP - Pharmaceuticals by LCMSMS-ESI-	EPA 1694M-ESI-	10-15
Water	PPCP - Pharmaceuticals by LCMSMS-ESI+	EPA 1694M-ESI+	10-15
Water	Pyrethroid Pesticides by GC/MS SIM	GC/MS NCI-SIM	10-15
Water	Tributyltin - GC/MS	GC/MS	10-15
Water	Dioxins/Furans - EPA 1613B	EPA 8290A	15-20
Water	EPA 200.8 - UCMR3 Metals	EPA 200.8	15-20
Water	EPA 218.7 - UCMR3 Hexavalent Chromium	EPA 218.7	15-20
Water	EPA 300.1 - UCMR3 Chlorate	EPA 300.1	15-20
Water	EPA 522 - UCMR3 1,4-Dioxane	EPA 522	15-20
Water	EPA 524.3 - UCMR3 Volatile Organics	EPA 524.3	15-20
Water	EPA 537 - UCMR3 Perfluorinated Compounds	EPA 537	15-20
Water	EPA 539 - UCMR3 Hormones	EPA 539	15-20
Water	Radium-226 by Rn emanation - sub	EPA 903.1	15-20
Water	Radium-228 - sub	EPA Ra-05	15-20
Water	Strontium-90 - sub	EPA 905.0	15-20
Water	Tritium - sub	EPA 906.0	15-20
Solid	Dioxins/Furans - EPA 8290	EPA 8290A	15-20

**EXHIBIT C  
FEE SCHEDULE**

**WATER CAMPUS 251 SOUTH HAYES AVENUE**

**Prices will be held firm for the full length of the contract.**

<b>Frequency</b>	<b>Approx Qty.</b>	<b>Item Description</b>	<b>Method</b>	<b>Unit Price</b>	<b>Extended Price</b>
monthly	10	Methyl Tertiary Butyl Ether	EPA 524.2	\$35	\$4,200
weekly	7	Nitrate	EPA 300.0	\$10	\$3,640
monthly	10	Nitrate	EPA 300.0	\$10	\$1,200
weekly	7	TDS	SM 2540	\$10	\$3,640
quarterly	8	Trihalomethanes	EPA 524.2	\$35	\$1,200
quarterly	8	Haloacetic Acids	EPA 552.2	\$50	\$1,600
annual	10	Volatile Organics Compounds	EPA 524.2	\$70	\$700
annual	10	General Minerals	Various	\$90	\$900
annual	10	General Physicals	Various	\$15	\$150
annual	10	Inorganics	Various	\$90	\$900
weekly	4	Manganese	EPA 200.7	\$5	\$1040
annual	10	Synthetic Organics Compounds EPA 525.2 only	EPA 500	\$100	\$1,000
annual	7	Gross Alpha Radioactivity	EPA 900.0	\$25	\$175
annual	7	Gross Beta Radioactivity	EPA 900.0	\$10	\$70
annual	7	Radium 226	EPA 903.0	\$110	\$770
annual	7	Radium 228	EPA 904.0	\$160	\$1,120
weekly	4	pH, Conductivity		\$10	\$2,080
weekly	1	Langelier Index		\$15	\$780
quarterly	3	Uranium		\$15	\$180
quarterly	3	EPA 200.8		\$85	\$1020
annual	1	Strontium 90	EPA 905.0	\$110	\$110
annual	1	Tritium	EPA 906.0	\$60	\$60

Frequency	Approx Qty.	Item Description	Method	Unit Price	Extended Price
If needed	5	Turbidity (National Pollutant Discharge Elimination System Permit)	EPA 180.1	\$5	\$0
If needed	5	BOD5 (National Pollutant Discharge Elimination System Permit)	SM 5210B	\$25	\$0
If needed	5	Settleable Solids (National Pollutant Discharge Elimination System Permit)	SM 2540	\$5	\$0
If needed	1	Acute Toxicity (National Pollutant Discharge Elimination System Permit)	96 hours	\$250	\$0
2014	3 Entry Point 1 Maximum Residence	List 1 UCMR3-7 VOC	EPA 524.3	\$70	\$840
2014	3 Entry Point 1 Maximum Residence	List 1 UCMR3-1 SOC	EPA 522	\$75	\$900
2014	3 Entry Point 1 Maximum Residence	List 1 UCMR3-6 Metals	EPA 200.8 Rev 5.4	\$80	\$1,280
2014	3 Entry Point 1 Maximum Residence	List 1 UCMR3-1 Oxyhalide Anion	EPA 300.1	\$25	\$400
2014	3 Entry Point 1 Maximum Residence	List 1 UCMR3-6 Perflourinated Compounds	EPA 537 Rev 1.1	\$180	\$2,160
2014	3 Entry Point	List 2 UCMR3-7 Hormones	EPA 539	\$200	\$2,400
annual	11	Asbestos		\$130	\$1,430
annual	11	Aggressive Index		\$10	\$110
annual	10	Perchlorate	EPA 314, 314.1, 331.0 or 332.0	\$25	\$250
weekly	43	Coliforms	SM 9223 P/A	\$8	\$17,880
<b>Total Annual Estimated Cost for the Water Campus:</b>				<b>\$2,208</b>	<b>\$54,113</b>

**WASTEWATER TREATMENT FACILITY 6001 SOUTH PERKINS ROAD**

**Prices will be held firm for the full length of the contract.**

<b>Frequency</b>	<b>Approx Qty.</b>	<b>Item Description</b>	<b>Method</b>	<b>Unit Price</b>	<b>Extended Price</b>
monthly	1	Dioxins- EPA 8290 High Resolution-Solid	EPA 8290	\$475	\$5,700
monthly	1	PCB's Solid	EPA 8082	\$60	\$720
monthly	1	PCB Congener (56) by GC/MS SIM-Water	EPA 625	\$225	\$2,700
monthly	1	PCB- Water	EPA 608	Included with 608	
monthly	1	Chlorinated Pesticides-By-products+Mirex	EPA 608	\$80	\$960
quarterly	2	Dioxins- EPA 8290 High Resolution-Water	EPA 8290	\$500	\$4,000
quarterly	1	Chlorinated Pesticides including Mirex- Solid	EPA 8081A	\$80	\$320
quarterly	1	PCBs- Solid	EPA 8082A	Included with 8081A	
quarterly	1	Semivolatile Organics Full List-Solid	EPA 8270	\$150	\$600
quarterly	1	Volatile Organics Full List including Acrylon, Acrylonitrile and 2-Chloroethyl Vinyl Ether- Solid	EPA 8260	\$80	\$320
quarterly	2	Semivolatile Organics Full List-Water	EPA 625	\$150	\$1,200
semiannually	2	Volatile Organics - Water	EPA 624	\$80	\$320
semiannually	1	Hexavalent Chromium (Cr6+) Water	EPA 218.6	\$25	\$50
semiannually	1	Organophosphorus Pesticides including Malathion- Water	EPA 8141	\$120	\$240
semiannually	1	Gross Alpha and Beta Water	EPA 9310	\$35	\$70
semiannually	1	Tributyltin - Water	GC/FPD	\$180	\$360
<b>Total Annual Estimated Cost for the Wastewater Treatment Facility:</b>				<b>\$2,240</b>	<b>\$17,560</b>

**ADVANCED WATER PURIFICATION FACILITY,  
5700 SOUTH PERKINS ROAD- NON-POTABLE WATER SAMPLE**

**Prices will be held firm for the full length of the contract.**

<b>Frequency</b>	<b>Approx Qty.</b>	<b>Item Description</b>	<b>Method</b>	<b>Unit Price</b>	<b>Extended Price</b>
quarterly	1	General Minerals & Inorganic Chemicals	Varies	\$180	\$720
quarterly	1	General Physical (Title 22)	Varies	\$15	\$60
quarterly	1	1,4-Dioxane - GCMS	EPA 8270M	\$75	\$300
quarterly	1	1,2,3-Trichloropropane (TCP) - GCMS-SIM	SRL 524M-TCP	\$60	\$240
quarterly	1	EPA 625 - Semivolatile Organic Compounds	EPA 625	\$150	\$600
semiannually	1	EPA 556 - Formaldehyde only	EPA 556	\$120	\$240
semiannually	1	Bromate - EPA 300.1	EPA 300.1	\$20	\$40
semiannually	1	Chlorate - EPA 300.1	EPA 300.1	\$20	\$40
semiannually	1	Chlorite - EPA 300.1	EPA 300.1	\$20	\$40
semiannually	1	EPA 531.1 - Carbamates	EPA 531.1	\$70	\$140
semiannually	1	EPA 508 - Organochlorine Pesticides & PCBs	EPA 508	\$80	\$160
semiannually	1	EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3	\$80	\$160
semiannually	1	Oil and Grease - EPA 1664A	EPA 1664A	\$20	\$40
semiannually	1	EPA 549.2 - Diquat	EPA 549.2	\$80	\$160
semiannually	1	EPA 548.1 - Endothall	EPA 548.1	\$80	\$160
semiannually	1	EPA 8330A - Explosives	EPA 8330A	\$180	\$360
semiannually	1	EPA 504.1 - Fumigants (EDB, DBCP)	EPA 504.1	\$40	\$80
semiannually	1	EPA 547 - Glyphosate	EPA 547	\$70	\$140
semiannually	1	EPA 8015B - Glycol	EPA 8015B	\$80	\$160
semiannually	1	EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2	\$50	\$100
semiannually	1	Boron - EPA 200.8	EPA 200.8	\$5	\$10
semiannually	1	Vanadium - EPA 200.8	EPA 200.8	\$5	\$10
semiannually	1	Nitrosoamines low-level - EPA 1625M	EPA 1625M	\$140	\$280
semiannually	1	Perchlorate - EPA 314.0	EPA 314.0	\$25	\$50

Frequency	Approx Qty.	Item Description	Method	Unit Price	Extended Price
semiannually	1	PFCs in water by LC/MS	EPA 537M	\$180	\$360
semiannually	1	Polybrominated Diphenyl Ethers (PBDEs) - EPA 1614M	GC/MS SIM	\$150	\$300
semiannually	1	PPCP - Morphine by LCMSMS-ESI+	EPA 1694M-ESI+	\$150	\$300
semiannually	1	PPCP - Pharmaceuticals by LCMSMS-ESI+	EPA 1694M-ESI+	\$150	\$300
semiannually	1	PPCP - Pharmaceuticals by LCMSMS-ESI-	EPA 1694M-ESI-	\$150	\$300
semiannually	1	PPCP - Hormones by LCMSMS-APCI+	EPA 1694M-APCI	\$150	\$300
semiannually	1	Alkyl Phenols by GCMS D7065	ASTM D7065	\$150	\$300
semiannually	1	Pyrethroid Pesticides by GC/MS SIM	GC/MS NCI-SIM	\$175	\$350
semiannually	1	Gross Alpha - EPA 900.0	EPA 900.0	\$25	\$50
semiannually	1	Gross Beta - EPA 900.0	EPA 900.0	\$10	\$20
semiannually	1	Uranium (pCi/L) - EPA 200.8	EPA 200.8	\$15	\$30
semiannually	1	EPA 525.2 - Semivolatile Organics - extended	EPA 525.2	\$175	\$350
semiannually	1	EPA 525.2 Mod - OPP low-level	EPA 525.2M	\$175	\$350
semiannually	1	Dioxin 2378TCDD - EPA 1613B-ATP	EPA 1613B	\$220	\$440
semiannually	1	Asbestos, water - TEM	EPA 100.2	\$130	\$260
semiannually	1	Radium-226 by Rn emanation - sub	EPA 903.1	\$110	\$220
semiannually	1	Radium-228	EPA Ra-05	\$160	\$320
semiannually	1	Strontium-90	EPA 905.0	\$110	\$220
semiannually	1	Tritium	EPA 906.0	\$60	\$120
semiannually	1	EPA 524.2 - TBA	EPA 524.2	\$35	\$70
semiannually	1	EPA 524.2 - Volatile Organic Compounds	EPA 524.2	\$70	\$140
semiannually	1	EPA 624 - Volatile Organic Compounds	EPA 624	\$80	\$160
<b>Total Annual Estimated Cost for the Advanced Water Purification Facility:</b>				<b>\$4,295</b>	<b>\$9,550</b>



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

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

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

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

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

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

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

City of Oxnard  
Risk Manager  
Reference No. A-7583  
300 West Third Street, Suite 302  
Oxnard, California 93030

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

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

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

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

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

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

**SUBMIT IN DUPLICATE**

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

PRODUCER

**POLICY INFORMATION:**

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

Telephone:

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

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

**TYPE OF INSURANCE**

**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: Risk Manager  
Reference No. **A-7583**  
**300 W. Third Street, Suite 302**  
**Oxnard, CA 93030**

**AUTHORIZED REPRESENTATIVE**

Broker/Agent  Underwriter  \_\_\_\_\_

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

Signature \_\_\_\_\_  
(original signature required)

Telephone: ( ) \_\_\_\_\_ Date Signed: \_\_\_\_\_

**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**  
  
CITY OF OXNARD  
Attn: Risk Manager  
Reference No. A-7583  
300 W. Third Street, Suite 302  
Oxnard, CA 93030

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