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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
October 8, 2019
Regular Meeting - 11:00 AM to 12:15 PM

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

   SUBJECT: Approval of Minutes.

   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the September 24, 2019 regular meeting as presented.

   Contact: Michelle Ascencion, (805) 385-7805

D. REPORTS

1. Public Works Department

   SUBJECT: Approval of Second Amendment to Trade Services Agreement 8446-18-PW with U.S. Peroxide, LLC. (5/5/5)

   RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8446-18-PW with USP Technologies, Inc. in the amount of $754,950 through June 30, 2022, to control sulfide at the headworks and clarifiers of the Oxnard Wastewater Treatment Plant.

   Contact: Rosemarie Gaglione, (805) 385-8055

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

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

2. Public Works Department

   SUBJECT: Approval of Purchase Order with Gibbs Truck Centers for Two (2) Semi-Tractors. (5/5/5)

   RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute a Purchase Order with Gibbs Truck Centers in an amount not-to-exceed $209,048.46 for two (2) semi-tractors.

   Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
September 24, 2019

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 11:01 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Tim Flynn, Bryan MacDonald, and Chair Bert Perello were present.

Staff members present were Alexander Nguyen, City Manager; Tara Mazzanti, Assistant City Attorney; Jan Hauser, Wastewater Division Manager; Brian Yanez, Assistant Public Works Director; Rosemarie Gaglione, Public Works Director; and Michelle Ascencion, City Clerk.

The City Manager announced that the recommendation for item D-1 is amended (removing recommendation #2 and lowering the total amount of recommendation #3).

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Ray Blattel (parking problems in his neighborhood), Debbie Mitchell (special district maintenance/budget), and Barry Tronstad (Oxnard Beach Park, pedestrian dangers on Harbor Boulevard).

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the September 10, 2019 regular meeting as presented.

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

D. REPORTS

Public Works Department

1. SUBJECT: Approval of Second Amendment to Aquatic Bioassay Laboratories, Inc. Professional Services Agreement A-8093.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to Professional Services Agreement A-8093, with Aquatic Bioassay Laboratories, Inc. (Consultant), that:
1. Adds $400,000 for testing requirements to the wastewater treatment plant ocean

monitoring program in order to comply with the National Pollutant Discharge Elimination System (NPDES) permit;
[REMOVED] ~~2. Adds $173,000 for the ongoing water quality monitoring and support for the Special Districts Channel Islands Harbor (Special Districts) on an as-needed basis; and~~
3. Increases the Agreement from $759,933 to a new total of ~~$1,332,933~~ [REVISED AMOUNT] **$1,159,933.**

The Wastewater Division Manager gave a report and explained that the recommendation is amended to remove the Channel Islands Harbor sampling from the agreement. Written comments were received from Robert Chatenever. Discussion ensued among the Committee and staff.

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

2. SUBJECT: Ratification of Purchase Orders for Fleet Division.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council ratify Purchase Orders 6260, 6279 and 7155, adding additional time and increasing the dollar amounts.

The Assistant Public Works Director gave a report. Discussion ensued among the Committee and staff.

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

3. SUBJECT: Appropriation for Fleet Services in Fiscal Year 2018/19.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council appropriate a four-year loan of $306,808 from the General Fund (101) to the Fleet Services Fund (741) for Fiscal Year 18/19 in connection with restructuring the on-site parts program.

The Assistant Public Works Director gave a report. Discussion ensued among the Committee and staff.

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

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 11:50 a.m.

MICHELLE ASCENCION, CMC
City Clerk

BERT E. PERELLO
Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1.

DATE: October 8, 2019

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approval of Second Amendment to Trade Services Agreement 8446-18-PW with U.S. Peroxide, LLC. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8446-18-PW with USP Technologies, Inc. in the amount of $754,950 through June 30, 2022, to control sulfide at the headworks and clarifiers of the Oxnard Wastewater Treatment Plant.

BACKGROUND

In 2015, the Public Works Department Wastewater Division (Wastewater) applied magnesium hydroxide at Lift Station 6 to control hydrogen sulfide and related odors in the downstream Redwood Trunk Sewer Main, in response to increased complaints in the Via Marina neighborhood and around Lift Station 29. The magnesium hydroxide system application successfully reduced odors in the Via Marina area and at Lift Station 29, but did not provide odor control benefits further downstream or at the Oxnard Wastewater Treatment Plant (OWTP).

As a result of continuing odor complaints further downstream of Lift Station 29 and at the OWTP, Wastewater staff investigated alternative technologies that may prove to be more effective than magnesium hydroxide. Based on research and discussions with other communities, Wastewater studied the application of ferrous chloride, which only USP Technologies (USP) offered as a solution. Wastewater decided to conduct a short and limited proof of concept pilot study. The goal of this short term pilot study was to determine whether ferrous chloride is potentially more effective at reducing odors than magnesium hydroxide.

On December 5, 2018, the City entered into an agreement with USP for an odor control pilot study at Lift Station 6, located on Wooley Road and the Edison Canal. The initial pilot study commenced in January 2019. The contract value was $42,282.

The results of this initial study were very promising, proving that the addition of ferrous chloride could minimize odors throughout the Redwood Trunk sewer system and at the OWTP. Based on these results, a First Amendment was executed on July 9, 2018. The contract value was increased to $192,282 and extended to June 30, 2020 for further data collection and analysis.

DISCUSSION

While very promising at reducing hydrogen sulfide and related odors in the system, additional testing and data are required to validate the initial findings and optimize the application. The Second Amendment will increase the value of the odor control portion of the contract to $750,000 and extend the schedule to June 30, 2022.

In this next phase, testing will be conducted over a number of seasons and years (2020-2022) to track performance under changing conditions. Additionally, potential negative side effects will also be evaluated such as deposition and corrosion to existing infrastructure such as lift station pumps and pipes. Results of this testing will be evaluated monthly and will form the basis of an overall odor control and chemical optimization program.

This Second Amendment to the Agreement will add additional funding, time, an updated schedule and scope to the Agreement to gather the additional technical data needed to meet the long term goals of the program.

Finally, as a second part of this Amendment, a new scope of work is proposed to demonstrate a proof-of-concept at the Headworks location of the OWTP. A one week trial is intended to efficiently oxidize spent ferrous sulfide delivered from the collection system for the purpose of replacing much of the cost of the existing ferric chloride feed to the Headworks location.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Funding for both the continued odor control program and the proof-of-concept demonstration are available in the FY 2019-20 Wastewater Collection Operating Collection System Maintenance and Upgrades Professional Contract (Account no. 611-6103-842-8209) to cover the estimated annual cost of $254,950 for these services.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Agreement 8446-18-PW Second Amendment
2. Agreement No. 8446-18-PW (FINAL)
3. Agreement No. 8446-18-PW First Amendment (FINAL)
4. USP 2nd Amendment Presentation

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Second Amendment ("Second Amendment") to the trade services agreement ("Agreement") No. 8446-18-PW 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 U.S. Peroxide, LLC ("Vendor"). This Second Amendment amends the Agreement entered into on December 5, 2018, by City and Vendor. The Agreement previously has been amended on July 9, 2019, by a First Amendment.

City and Vendor agree as follows:

1. In Section 3 of the Cover Page (Services), the following service is hereby added: "Hydrogen Peroxide Proof-of-Concept Demonstration for Headworks Sulfide Control And Ferric Chloride Replacement at the City of Oxnard Wastewater Treatment Plant."

2. In Section 5 of the Cover Page of the Agreement (Agreement Ending Date), "June 30, 2020," is replaced with "June 30, 2022."

3. In Section 6 of the Cover Page of the Agreement (Total Agreement Amount), "192,282.00," is replaced with "947,232.00."

4. The "Scope of Services Exhibit" is amended as follows:

   In Section 3, fourth paragraph, the last sentence is deleted and replaced with:

   "The total cost of the demonstration is estimated to be "942,282.00."

5. The Scope of Services Exhibit is hereby supplemented with "Scope of Services – Supplemental Exhibit."

6. "Appendix A: USP Technologies Program Management," is hereby added to the Agreement, following The "Scope of Services – Supplemental Exhibit."

7. The "Rates and Costs Exhibit" is hereby amended as follows:

   The figure, "$192,282," in the second sentence, is hereby replaced with the figure "$942,282."; and

   "Program Pricing for Hydrogen Peroxide Proof-of-Concept Demonstration" is added as a new section header, followed below this header by:

   "This proposal will be a fixed price volume demonstration, with all equipment, service, installation, monitoring, optimization and summary reporting included. full-service, delivered price will be a one-time charge of $4,950.00."; and

   "The total cost of the Agreement is $947,232.00."

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

[Signatures on next page]

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

CITY OF OXNARD

________________________ ____________

■ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ ___________, Buyer

U.S. PEROXIDE, LLC

________________________ ____________

Thomas Siller[2], Date
General Manager

ATTEST:

________________________ ____________

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

APPROVED AS TO FORM:

________________________ ____________

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

____

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

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

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

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

SCOPE OF SERVICES – SUPPLEMENTAL EXHIBIT

<u>OVERVIEW</u>
U.S. Peroxide, LLC (USP) will conduct a Peroxide Regenerated Iron – Sulfide Control (PRI-SC) Hydrogen Peroxide Proof-of –Concept Demonstration for Headworks Sulfide Control and Ferric Chloride replacement at the City of Oxnard Wastewater Treatment Plant (OWTP).

The program is designed to control sulfide at the headworks and clarifiers of the OWTP. This dosing program is designed to oxidize spent ferrous sulfide delivered from the collection system, in an efficient manner, to save City funds currently used for the existing ferric chloride feed to the plant headworks.

As a product and service treatment program, USP will oversee chemical supply, program management, sampling and performance validation, optimization and chemical feed equipment maintenance for the duration of the demonstration, which is estimated to take one (1) week to complete. Refer to Appendix A for details of the full-service program design. USP will provide all necessary chemical storage and feed equipment and inspect all feed and storage equipment for compliance with plant, local, state and federal safety standards and applicable laws prior to the start of the demonstration.

<u>PROJECT TEAM</u>
Key members are:

• Sales/Project Coordination	Michael Collins	559-725-5169
• Commercial/Technical Support	Ian Watson	760-685-1618
• Program Manager	Peter Huhn	951-694-8123
• Application Specialist	Jeff Zucek	480-200-8545
• Application Technician	John Rodriguez	951-285-5594

<u>EQUIPMENT AND TECHNICAL SERVICES</u>
Storage, feed and controls equipment will be provided by USP. For this demonstration 50% (percent) hydrogen peroxide will be delivered in three (3) 250 gallon totes (750 total gallons), which will reside in appropriate, lawful containment, if needed. Upon City request, USP will provide a temporary eyewash and safety shower. On site applications support will be provided during start-up and throughout the demonstration. USP will establish baseline sulfide control performance before and after the demonstration.

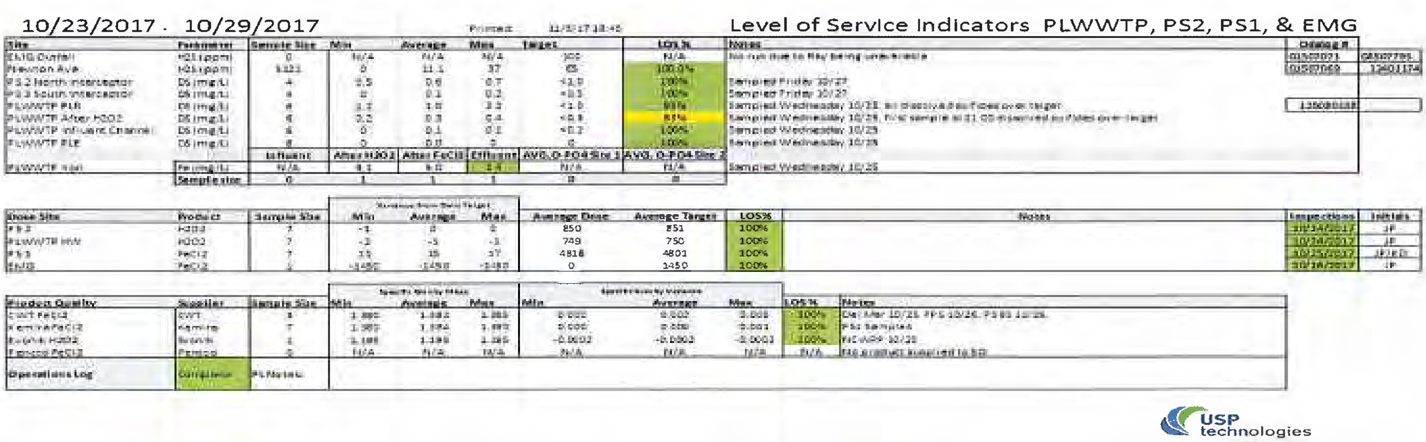
Appendix A: USP Technologies Program Management

<u>USP Program Management</u>

The USP Program will be managed based on performance standards agreed upon with the client (“Level of Service”)

- Data Driven Programs
  - Extensive field sampling and data organization
  - Detailed analysis and reporting (**minimum of quarterly LOS meetings suggested**)
  - Rapid and efficient program adjustment per LOS/EID direction
  - Web-Based Program Tool (COMS)

- LOS – “Level of Service” Program Reporting Tool
  - “Exception Management Tool” – measures % performance to target
  - Quickly determines where optimization steps are needed based on performance data
  - Designed to drive program performance via a strategy of continuous optimization
  - Used to monitor treatment performance, dosing performance, and product quality



10/23/2017 - 10/29/2017 Printed [illegible]

Level of Service Indicators PLWWTP, PS2, PS1, & EMG

Site	Parameter	Sample Size	Min	Average	Max	Target	LOS %	Notes
EMG Outfall	H2S (ppm)	0	N/A	N/A	N/A	100	N/A	[illegible]
[illegible] Ave	H2S (ppm)	[illegible]	0	11.1	37	65	100.0%	
PS 2 North Interceptor	DS (mg/L)	4	0.5	0.6	0.7	<1.0	100%	Sampled Friday 10/27
PS 3 South Interceptor	DS (mg/L)	4	0	0.1	0.2	<0.5	100%	Sampled Friday 10/27
PLWWTP PLR	DS (mg/L)	8	[illegible]	1.0	3.2	<1.0	[illegible]	Sampled Wednesday 10/25, [illegible]
PLWWTP After H2O2	DS (mg/L)	6	0.2	0.3	0.4	<0.5	83%	Sampled Wednesday 10/25, [illegible]
PLWWTP Influent Channel	DS (mg/L)	6	0	0.1	0.2	<0.2	100%	Sampled Wednesday 10/25
PLWWTP PLE	DS (mg/L)	8	0	0.0	0	0	100%	Sampled Wednesday 10/25

		Influent	After H2O2	After FeCl3	Effluent	AVG. O-PO4 Site 1	AVG. O-PO4 Site 2	Notes
PLWWTP [illegible]	Fe (mg/L)	N/A	[illegible]	[illegible]	[illegible]	N/A	N/A	Sampled Wednesday 10/25
	Sample size	0	1	1	1	0	0	

Dose Site	Product	Sample Size	Min	Average	Max	Average Dose	Average Target	LOS%	Notes	Inspections	Initials
PS 2	H2O2	7	-1	0	0	850	851	100%		[illegible]	JP
PLWWTP HW	H2O2	7	-1	-1	-1	749	750	100%		[illegible]	JP
PS 1	FeCl2	7	15	15	17	4818	4801	100%		[illegible]	[illegible]
EMG	FeCl2	[illegible]	-1450	-1450	-1450	0	1450	100%		[illegible]	JP

Product Quality	Supplier	Sample Size	Min	Average	Max	Min	Average	Max	LOS %	Notes
CWT FeCl2	CWT	[illegible]	[illegible]	[illegible]	[illegible]	0.000	0.002	0.005	100%	[illegible]
Kemira FeCl2	Kemira	7	[illegible]	[illegible]	[illegible]	0.000	0.000	0.001	100%	PS1 Samples
[illegible] H2O2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	-0.0002	-0.0002	-0.0001	100%	[illegible] 10/25
[illegible] FeCl2	[illegible]	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No product supplied to [illegible]
Operations Log	Complete	PL Notes:								

*Example weekly LOS report for a complex treatment program

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: December 5, 2018

(2) Vendor: US Peroxide, LLC

(3) Services: Odor Control Program, Ferrous Chloride Demonstration Project

(4) Schedule of Services: The Services must be completed within 180 calendar days of the Agreement Start Date listed above.

(5) Agreement Ending Date: June 5, 2019

(6) Total Agreement Amount: $42,282.00

(7) City's Project Manager: Ray Trevino, Collections Supervisor

(8) Vendor's Project Manager: Michael Collins, Manager

(9) Insurance Coverage: INS-A

(10) What wages are required for this Project?

☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are <u>not</u> incorporated and are <u>not</u> required.

(11) Addresses for Notice:

FOR VENDOR:

1375 Peachtree Street NE, Suite 300N
Atlanta, GA 30309
Attn: Michael Collins,

FOR CITY:

300 W. Third Street, 3rd Floor
Oxnard, CA 93030
Attn: Ray Trevino, Collections Supervisor

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

mcollins@usptechnologies.com

CITY'S PROJECT MANAGER:

ray.trevino@oxnard.org

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

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Insurance Exhibit (INS-D)
☒ Living Wage Policy Exhibit
☐ Prevailing Wages Exhibit
☒ Schedule of Services Exhibit

AGREEMENT FOR TRADE SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

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

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

17. Documents and Materials.

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

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

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

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

This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

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

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

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

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

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

Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

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

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

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

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 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.

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.

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.

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.

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

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

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

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

12-12-18

☐ Tim Flynn, Mayor[2] Date
☐ Alexander Nguyen, City Manager
☒ Lisa Boerner, Purchasing Manager
☐ [name], Buyer

U.S. PEROXIDE, LLC[1]

12/10/2018

Andrew Nangano, LLC Manager Date

12/10/2018

Christian Williamson, LLC Manager Date

APPROVED AS TO FORM:

12/3/18

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

[1] 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.

[2] The City Council must authorize and the Mayor must sign any agreement over $175,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

SCOPE OF SERVICES EXHIBIT

Scope of Work

Vendor shall provide the following services and equipment:

1. Services
   - Project management (Project Manager will overse project sampling, inventory, scheduling, track deliverables and deadlines)
   - Supply of all chemicals: 32% ferrous chloride
   - Installation, startup and ongoing maintenance of equipment such as pumps, tubing and piping
   - Inventory and delivery management (ACS controller)
   - One (1) Dose (7,000 gallons) of 32% ferrous chloride, response testing and feed rate optimization
   - Detailed sampling plan (deliverable)
   - All necessary sampling (liquid and vapor) labor and instrumentation
   - Pilot Study reporting and documentation, including draft and final project report, will be delivered through Word/Excel format (deliverable).
   - Safety training as needed
   - Emergency/spill response
   - Obtain all necessary permits

2. Lift Station 6-Ferrous ($FeCl_2$) Tank and Feed System Services
   - One (1) 7,000 gallon double-walled tank
   - Fully integrated Advanced Dosing Controller System
   - Fully integrated tank level indicator / site monitoring system
   - All necessary interconnecting tubing and piping
   - Ancillary system components as needed
   - Site preparation to install equipment
   - Equipment installation

3. Scope of Treatment Performance Monitoring

Treatment performance monitoring for the pilot demonstration will be conducted at four (4) identified locations along the Redwood Trunk sewer main line as follows: 1) Hemlock Trunk Sewer main line at Lift Station #29 Wetwell; 2) Redwood Trunk Sewer main line at Ventura Road; 3) Redwood Trunk Sewer main line at Redwood St.; and, 4) Redwood Trunk Sewer main line at man hole (MH) #AAA01. Vapor phase monitoring will be continuous throughout the study. Aqueous sulfide loading data shall be collected to establish the actual ferrous chloride performance.

This demonstration project will be conducted over a ninety (90)-day period starting from the time of initial chemical addition (i.e. equipment installation and start-up shall not be included in the 90-day testing period). Depending on the results of the demonstration period, the City may extend the testing program to one-hundred and fifty (150) days upon completion of the demonstration.

The Vendor shall keep premises and surrounding areas free from accumulation of waste and rubbish materials caused by operations under contract. Upon completion of the work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery and surplus materials.

Based on the objectives in the Scope of Services above, the demonstration project will be conducted in three (3) phases. Based on estimates of the chemical quantities necessary to achieve the defined performance objectives, the table below shows the total cost for the demonstration. The total cost is $42,282, which is equivalent to approximately six (6) truckloads of ferrous chloride.

Equipment drawings and specifications have been submitted for CUPA review.

Phase 0 (Establishment of Baseline Performance)

Baseline the sulfide loading profile / characterization Redwood trunk Interceptor (downstream) as currently treated. Compare with past data for seasonal behavior. During the week preceding startup of ferrous chloride, two days of sampling for aqueous sulfide will be conducted at four established sampling points on the Redwood Trunk Interceptor as described in **Table 1**[3]. Vapor phase H_2S data will be collected at all four sites for a minimum of five days prior to the start of the ferrous chloride feed (with magnesium hydroxide feed as baseline)

Phase 1 (Cost Comparison of Equivalent Vapor Phase Performance)

Day 1 – 30: Establish proof-of-concept for controlling dissolved sulfide at the Redwood trunk Interceptor influent using 32% ferrous chloride and determine daily ferrous chloride dosing curve to maintain vapor phase performance equivalent to treatment with magnesium hydroxide in baseline. During this phase, one day of sampling for aqueous sulfide will be conducted each week at the four established sampling points on the Redwood Trunk Interceptor as described in **Table 2**. Vapor phase H_2S data will be collected at all four sites on a continuous basis during this phase of the demonstration.

Phase 2 (Performance Comparison Vapor Phase Performance at Equivalent Cost)

Day 31 – 60: Establish proof-of-performance in excess of the baseline with ferrous chloride at equal cost to current treatment with magnesium hydroxide. During this phase, one day of sampling for aqueous sulfide will be conducted each week at the four established sampling points on the Redwood Trunk Interceptor as described in **Table 3**. Vapor phase H_2S data will be collected at all four sites on a continuous basis during this phase of the demonstration.

Phase 3 (Establish Cost of Complete Treatment)

Day: 61 – 90: Establish ferrous chloride demand and cost for treatment of the sulfide loading over the full length of the trunk sewer. During this phase, one day of sampling for aqueous sulfide will be conducted each week at the four established sampling points on the Redwood Trunk Interceptor as described in **Table 4**. Vapor phase H_2S data will be collected at all four sites on a continuous basis during this phase of the demonstration.

[3] Tables can be found in the Schedule of Services Exhibit, pages 23-24.

RATES AND COSTS EXHIBIT

Program Cost

Based on estimates of chemical demand necessary to achieve these performance metrics, the table below estimates the total cost for the demonstration. The estimated total cost for the demonstration is approximately $42,000, and is equivalent to approximately six (6) truck loads of ferrous chloride. Iron dosage profiles will be changed weekly following data collection to maximize optimization of treatment performance

Treatment Rationale Phase	Avg Usage (gallons/day)	Unit Price ($/Gal)	Total Gallons	# of days	Avg Cost ($/ day)	Total Cost ($) for 30 days
Phase 1: Equal performance v. $Mg(OH)_2$	78	$1.80	78 x 30 = 2,340	30	$140.40	$4,212.00
Phase 2: Equal Cost v. $Mg(OH)_2$	135	$1.80	135 x 30 = 4,050	30	$243.00	$7,290.00
Phase 3: Full Length of Trunk Sewer	570	$1.80	570 x 30 = 17,100	30	$1,026.00	$30,780.00
			Total Gallons Ferrous Chemical $FeCl_2$ 24,490		**Total Demonstration Cost**	**$42,282.00**

INSURANCE EXHIBIT (INS. A)

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

(MM/DD/YY) ISSUE DATE

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD **Attn: Insurance Compliance** **Reference No.______** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

POLICY INFORMATION:

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

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

NAMED INSURED

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
❒ COMPREHENSIVE GENERAL LIABILITY
❒ OWNERS & VENDORS PROTECTIVE

❒ Claims Made
Retroactive Date ____________
❒ Occurrence

OTHER PROVISIONS

COVERAGES

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

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

Name: ____________________
Address: ____________________
____
Telephone: ( )

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ ____________________

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

Signature ______________________________
(original signature required)
Telephone: ( ) ______________ Date Signed: ______________

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

SUBMIT IN DUPLICATE	
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

LIMIT OF LIABILITY

$ ______________ **per accident, for bodily injury and property damage.**

OTHER PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ ______________

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

Signature ______________
(original signature required)

Telephone: (   ) Date Signed ______________

LIVING WAGE POLICY EXHIBIT

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

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

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

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

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

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

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

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

4. A service Vendor 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 Vendors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

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

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

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

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

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

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

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018

42. 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 **$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 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.

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.

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.

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.

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

SCHEDULE OF SERVICES EXHIBIT

TABLE 1

Phase 0: Establishment of Baseline Performance (with MgOH feed at baseline dose)

Aqueous Sampling x 2 days

	Aqueous Sample Collection (pH, T, TS, DS)	Vapor H_2S Concentration
Monitoring Location	# of samples/day	Monitored Duration
Lift Station #29 Wetwell	6	Continuous, 5+ Days
Ventura Rd	6	Continuous, 5+ Days
Redwood St	6	Continuous, 5+ Days
Manhole #AAA01	6	Continuous, 5+ Days

TABLE 2

Phase 1: Cost Comparison of Equivalent Vapor Phase Performance (30 Days)

Aqueous Sampling x 1 day/week (4 days total)

	Aqueous Sample Collection (pH, T, TS, DS)	Vapor H_2S Concentration
Monitoring Location	# of samples/day	Monitored Duration
Lift Station #29 Wetwell	6	Continuous
Ventura Rd	6	Continuous
Redwood St	6	Continuous
Manhole # AAA01	6	Continuous

TABLE 3

Phase 2: Performance Comparison Vapor Phase Performance at Equivalent Cost (30 Days)

Aqueous Sampling x 1 day/week (4 days total)

	Aqueous Sample Collection (pH, T, TS, DS)	Vapor H_2S Concentration
Monitoring Location	# of samples/day	Monitored Duration
Lift Station #29 Wetwell	6	Continuous
Ventura Rd	6	Continuous
Redwood St	6	Continuous
Manhole # AAA01	6	Continuous

TABLE 4

Phase 3: Establish Cost of Complete Treatment (30 Days)

Aqueous Sampling x 1 day/week (4 days total)

	Aqueous Sample Collection (pH, T, TS, DS)	**Vapor H_2S Concentration**
Monitoring Location	# of samples/day	Monitored Duration
Lift Station #29 Wetwell	6	Continuous
Ventura Rd	6	Continuous
Redwood St	6	Continuous
Manhole #AAA01	6	Continuous

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") No. 8446-18-PW is made and entered into in the County of Ventura, State of California, this 9TH day of July, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and U.S. Peroxide, LLC ("Vendor"). This First Amendment amends the Agreement entered into on December 5, 2018, by City and Vendor.

City and Vendor agree as follows:

1. In Section 4 of the Cover Page of the Agreement (Schedule of Services), "180 calendar days," is replaced with, "365 calendar days."

2. In Section 5 of the Cover Page of the Agreement (Agreement Ending Date), "June 5, 2019," is replaced with,"June 30, 2020."

3. In Section 6 of the Cover Page of the Agreement (Total Agreement Amount), "$42,282.00," is replaced with "$192,282.00."

4. Section 5 of the Agreement (Most Favored Nation) is deleted and replaced with:

"Vendor warrants that the prices charged City for the Goods or Services are and shall be no greater than prices charged to similarly situated customers for similar quantities and applications of Goods or Services of similar kind and quality in every respect. If Seller reduces its prices it charges to all customers (whether by general price decrease, generally applied discounts or rebates or similar methods) for the Goods or Services during the term of this Agreement, Seller shall immediately reduce the applicable Purchase Price payable by City accordingly."

5. In Section 15(a) of the Agreement (Hold Harmless, Defense and Indemnity), the last sentence:

"Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees."

Is deleted and replaced with:

"Any and all indemnification obligations imposed upon Vendor are limited to the extent of those damages proportionately caused by Vendor's, or its agents', subcontractors' or employees', breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Vendor liable for any damages caused by negligence, misuse or misapplication of goods by others, except for Vendor's agents, subcontractors or employees"

6. The "Scope of Services Exhibit" is amended as follows:

   In Section 3 (Scope of Treatment Performance Monitoring), second paragraph, last sentence, "(150) days," is replaced with "(365) days."; and

   In Section 3, fourth paragraph, the last sentence is deleted and replaced with:

   > "The total cost of the demonstration is estimated to be "$192,282."

7. The "Rates and Costs Exhibit" is amended as follows:

   The "Program Cost" paragraph is deleted and replaced with the following:

   > "The unit cost of $1.80/gallon shall remain unchanged through the term of the agreement. The estimated total cost for the demonstration is approximately $192,282."
   >
   > The table is deleted.

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

[Signatures on next page]

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

CITY OF OXNARD

7/9/2019

☐ Tim Flynn, Mayor[1] Date
☒ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ NA, Buyer

U.S. PEROXIDE, LLC

6/6/19

Thomas Siller, Date
General Manager

APPROVED AS TO FORM:

6/13/19

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

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

SECOND AMENDMENT TO USP TECHNOLOGIES, INC. AGREEMENT 8446-18-PW

Public Works and Transportation Committee

October 8, 2019

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8446-18-PW with USP Technologies, Inc. (USP) in the amount of $754,950 through June 30, 2022.

BACKGROUND

- In 2015, City Public Works Wastewater Division (Wastewater) responded to residential odor complaints along Redwood Trunk Sewer Main by conducting pilot studies on potential solutions.
- Initial Magnesium Hydroxide odor control pilot test in 2015 proved effective in the Via Marina Neighborhood but did not reduce odors further downstream or at the Oxnard Wastewater Treatment Plant (OWTP).
- City entered into Agreement 8448-18-PW for $42,282 with USP on December 5, 2018 to conduct an odor control pilot study. Results were the best so far with this study.
- First Amendment increased Agreement amount to $192,282 and extended term to June 30, 2020.
- Continued results have remained positive, but additional data and testing required to validate approach.

DISCUSSION

- Additional long-term testing is required to validate the initial findings and optimize the application.
- Second Amendment increases value of odor control portion of Agreement to $750,000 and extends term to June 30, 2022.
- Next phase will be testing conducted over several seasons and years (2020 – 2022) to track performance under changing conditions.
- Testing will also include determination of potential side effects, such as deposition and corrosion in lift stations and pipes.
- Second part of Amendment is a proof-of-concept demonstration at the OWTP Headworks facility to oxidize spent ferrous sulfide.

LIFT STATION 6

Chemical application tanks at City of Oxnard Lift Station 6

STRATEGIC PRIORITIES

- Routine operational item that does not relate to four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

- Funds for both the continued odor control program and the proof-of-concept demonstration are available in the FY 2019-20 Wastewater Division budget account 611-6103-842-8209 to cover the annual cost ($254,950) of these services.

7

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2.

DATE: October 8, 2019

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approval of Purchase Order with Gibbs Truck Centers for Two (2) Semi-Tractors. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute a Purchase Order with Gibbs Truck Centers in an amount not-to-exceed $209,048.46 for two (2) semi-tractors.

BACKGROUND

Semi-tractors and are used six days per week to transfer material from the Del Norte Facility to contracted landfills and processors. Each semi-tractor pulling a trailer hauls an average of 21 tons per trip to the landfill or processing facility. This class of vehicle is a key asset to the daily operations of the Environmental Resources Division.

DISCUSSION

On June 25, 2019, the City solicited a competitive Request for Bid, #ER19-17R, for two (2) semi-tractors. The bid document was posted on the City's website and PublicPurchase.com. Thirty-one (31) vendors received the bid notification via the Public Purchase website and three (3) vendors responded with bids by the July 15, 2019 deadline.

On August 1, 2019, the City issued a Request for Clarification (RFC) to vendors that submitted bids to confirm the semi-tractor they were proposing included a “Look-Down Pass Door Black 11x6” per the bid specifications. Each vendor confirmed this specification prior to the RFC deadline of August 8, 2019. Among the three bids received, Gibbs Truck Centers submitted the lowest responsive bid. Bids are listed below:

Gibbs Truck Centers $209,048.46.
Velocity Truck Center $260,752.26
Inland Kenworth $296,321.58.

The new semi-tractors will replace semi-tractors that have exceeded their serviceable life. The current Environmental Resources tractor fleet has an average age of seventeen (17) years in service, with an average of 550,000 miles. The industry standard life of a semi-tractor is seven (7) years. This purchase continues to modernize the transfer fleet; increasing operating efficiencies, minimizing down time and unnecessary maintenance expense.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is sufficient funding in Environmental Resources Fleet Replacement Fund / Project No. 187417 (Account Number 742-7943-826-8607) to cover the purchase of the two (2) semi-tractors.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. Inland Kenworth cost sheet
2. Velocity Cost Sheet
3. Gibbs Cost Sheet
4. Purchase of Two (2) Semi-Tractors - PPT

ATTACHMENT A

**BID DOCUMENTS
FOR
SEMI-TRACTORS**

Item #	Quantity	Description	Unit Cost	Total
	2	Tractor - Non-Sleeper W/Rear Axle Capacity Less Than 59000 Lbs	$ 121,694	$ 243,388.
		SUBTOTAL		$243,388.
		7.75% CA Sales Tax		$18,874.98
		CA Tire Recycling Fee		$ 35.00
		Other Costs (List): DOCUMENTATION		$ 160 –
		FEDERAL EXCISE TAX		27,298.
		ADMINISTRATION		440 –
		LICENSE & TITLE		6,138 –
		GRAND TOTAL		$296,333.98

The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

The following addenda are acknowledged: (Enter # & date or "None" if appropriate)

No.	Date	No.	Date

( ) Check here if "NO Bid". Return this form to remain active in Vendor File.

( ) Check here if your bid will be extended to other public agencies. Your response will in no way affect consideration of your bid.

The undersigned agrees to provide the above items and/or services to the City of Oxnard at the price quoted hereon, hold the price firm for 60 days after the designated date to receive bids, and provide the above items and/or services upon receipt of a City of Oxnard purchase order.

Bidder's Signature Ron Brooks Date 7/10/19

Printed Name & Title RON BROOKS / ACCOUNT MANAGER

Business Name INLAND KENWORTH

Business Address 9730 CHERRY AVE. FONTANA, CA 92335

Telephone No. 909-241-8773 Email RONBROOKS@INLAND-GROUP.COM

Federal Taxpayer Identification No. 85-0471900

ATTACHMENT B

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, RON BROOKS

depose and say that I am ACCOUNT MANAGER
("Sole Owner", "A Partner", "President", or other proper title)

of INLAND KENWORTH
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Ron Brooks
Signature

7/10/19
Date

Year, Make & Model Offered: ZOZO KENWORTH T880

Estimated Delivery Date ARO (F.O.B. Destination): DEC. 2019 (OXNARD)

Note exceptions to above specifications:

INLAND

BUYERS ORDER & PURCHASE AGREEMENT

INLAND KENWORTH (US) INC.

9730 Cherry Avenue
Fontana, California 92335
Phone : (909) 823-9955 Fax: (909) 823-2698

DATE:	7/10/2019	**BUYER'S NAME:**	City of Oxnard
ADDRESS:	300 West Third Street	**PHONE:**	
CITY:	Oxnard	**STATE:**	Ca.
ZIP:	93030		

QUANTITY:	2	**NEW:**	New	**COLOR:**	White	**DESCRIPTION:**
YEAR:	2020	**MAKE:**	Kenworth	**MODEL:**	T880	DC
SERIAL # (s):	, NEW					
STOCK # (s):	, NEW					

ADDITIONAL PROVISIONS:

F.O.B. City of Oxnard

SALESPERSON: Ron Brooks

Price / Unit	Qty	Purchase Total
$121,694.00	2	$243,388.00
FET		$27,298.00
Documentation		$160.00
Sales Tax		$18,874.98
Ext. Warranty		$0.00
Administration		$440.00
License & Title		$6,138.00
Tire Disposal Fee		$35.00
Out of State Delivery		$0.00
Total		**$296,333.98**
Cash Deposit		$0.00
Trade Equity		$0.00
Amount Financed		$0.00
Cash on Delivery		$296,333.98

BUYER HEREBY SUBMITS THE ABOVE ORDER WHICH SHALL CONSTITUTE BUYER'S OFFER TO PURCHASE THE VEHICLE(S), CHASSIS OR ACCESSORY (IES) (INDIVIDUALLY AND TOGETHER , THE "VEHICLE") AS IDENTIFIED ABOVE FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE ORDER AND THIS AGREEMENT (TOGETHER, THE "AGREEMENT"), WHICH INCLUDES THE ABOVE ORDER AND THE ADDITIONAL TERMS AND CONDITIONS, WHICH BUYER REPRESENTS IT HAS REVIEWED AND UNDERSTANDS.

AGREED BY PURCHASER

Signature ____________ Title ____________ Date ____________

SELLER HEREBY ACCEPTS BUYER'S OFFER AND AGREES TO SELL TO BUYER THE IDENTIFIED VEHICLE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY SELLER

Signature ____________ Title ____________ Date ____________

THANK YOU FOR YOUR BUSINESS!

ATTACHMENT A

BID DOCUMENTS
FOR
SEMI-TRACTORS

Item #	Quantity	Description	Unit Cost	Total
	2	Tractor - Non-Sleeper W/Rear Axle Capacity Less Than 59000 Lbs	$ 120,950.00	$ 241,900.00
		SUBTOTAL		$ 241,900.00
		7.75% CA Sales Tax		$ 18,758.10
		CA Tire Recycling Fee		$ 35.00
		Other Costs (List):		$70
		GRAND TOTAL		$ 260,763.10

The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

The following addenda are acknowledged: (Enter # & date or "None" if appropriate)

No.	Date	No.	Date
7/9/19	Bid Extended		

(X) Check here if "NO Bid". Return this form to remain active in Vendor File.
( ) Check here if your bid will be extended to other public agencies. Your response will in no way affect consideration of your bid.

The undersigned agrees to provide the above items and/or services to the City of Oxnard at the price quoted hereon, hold the price firm for 60 days after the designated date to receive bids, and provide the above items and/or services upon receipt of a City of Oxnard purchase order.

Bidder's Signature Edd Aguilar Date July 15, 2019

Printed Name & Title New Truck Sales Rep

Business Name Velocity Truck Center

Business Address 2510 Camino Del Sol

Public | Purchase™

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Bid RFB #PW 19-17R2 - RFB for Semi-Tractors

1. Addendum
Extended the bid close date to 7/15/19.
Jul 9, 2019 10:02:39 AM PDT
[Track Changes]

Bid Type	**RFB**
Bid Number	**PW 19-17R2**
Title	**RFB for Semi-Tractors**
Start Date	**Jun 25, 2019 1:38:52 PM PDT**
End Date	**Jul 15, 2019 2:00:00 PM PDT**
Agency	**City of Oxnard**
Bid Contact	**Will Gale** (805) 385-7553 william.gale@oxnard.org 300 W. Third St., Suite 202 Oxnard, CA 93030

Questions
4 Questions
4 New Questions, and
5 New Answers
[View/Ask Questions]

Respond
You will be asked to register with the agency before responding. This process takes only a couple of minutes.
[Respond to bid]
[Indicate NO Response to bid]

Description

The City of Oxnard is requesting bids from qualified vendors to provide two semi-tractors for the Fleet/ER Division.

Documents

Name	Acceptance Required	Acceptance Status	
	Yes	[Must Accept]	[Download]
	Yes	[Must Accept]	[Download]
	No		[Download]
	No		[Download]
	No		[Download]

Respond

Oxnard, CA 93030

Telephone No. 1-805-983-2408 Email eaguilar@vvgtruck.com

Federal Taxpayer Identification No. 94-3303320

ATTACHMENT B

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Edmundo (Edd)

depose and say that I am New Truck Sales Rep
("Sole Owner", "A Partner", "President", or other proper title)

of Velocity Truck Center Ventura County
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

July 15,2019
Date

Year, Make & Model Offered: 2021 Western Star 4900

Estimated Delivery Date ARO (F.O.B. Destination): 250 to 334 Days from P.O.

Note exceptions to above specifications: Please review attached chassis specs sheets for full details

VELOCITY TRUCK CENTERS

OFFICE (805) 983-2408
FAX (805) 983-7570

2501 Camino Del Sol, Oxnard CA 93030

www.VelocityTruckCenters.com

Buyers Order

Deal#: DE-63883
Opp#: 2019-112882
Date: 07/15/2019

Contact: Edd Aguilar - Mobile: 805-338-2866 - Email: eaguilar@vvgtruck.com

Bill To: PROS-024430
CITY OF OXNARD
300 West Third St
Oxnard CA 93030 County: Ventura
Phone: (805) 385-7553
william.gale@oxnard.org

Ship To:

Unit#: 19-17R **Stock#:** **2021 WESTERN STAR 4900SB**
VIN: RFB#PW 19-17R2 GVW: 80000 Color: Wht
To Be Delivered On or About: 7/31/2020

Price:	**$120,950.00**
Unit Price:	**$120,950.00**

FET (Each): $260.62 - Tire Credit (Each): $260.62

Sub Total	**$120,950.00**
Doc Fee	$70.00
CA Tire Recycle Fee	$17.50
Sales Tax (7.750%)	$9,379.05
License/Title	$35.00
Total Vehicle Sale Price	**$130,451.55**
Net Total	**$130,451.55**

Lienholder: None

Per Unit Price

ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE.
ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.
The numbered pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read and understand the final page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF OXNARD
(Purchaser's Name)

X
(Purchaser's Signature)

Date

Edd Aguilar
(Salesperson Name)

(Approved By)

7/15/19
Date

Jul 15 2019 12:43PM

This order is not valid unless signed and accepted by dealer

VELOCITY TRUCK CENTERS

OFFICE (805) 983-2408
FAX (805) 983-7570
2501 Camino Del Sol, Oxnard CA 93030
www.VelocityTruckCenters.com

Buyers Order

Deal#: DE-63883
Opp#: 2019-112882
Date: 07/15/2019

Contact: Edd Aguilar - Mobile: 805-338-2866 - Email: eaguilar@vvgtruck.com

Bill To: PROS-024430
CITY OF OXNARD
300 West Third St
Oxnard CA 93030 County: Ventura
Phone: (805) 385-7553
william.gale@oxnard.org

Ship To:

Unit#: 19-17R **Stock#:** **2021 WESTERN STAR 4900SB**
VIN: RFB#PW 19-17R2 GVW: 80000 Color: Wht
To Be Delivered On or About: 7/31/2020

Price:	**$120,950.00**
Unit Price:	**$120,950.00**

FET (Each): $260.62 - Tire Credit (Each): $260.62

Sub Total	**$120,950.00**
Doc Fee	$70.00
CA Tire Recycle Fee	$17.50
Sales Tax (7.750%)	$9,379.05
License/Title	$35.00
Total Vehicle Sale Price	**$130,451.55**
Net Total	**$130,451.55**

Lienholder: None

Per Unit Price

ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE.
ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.
The numbered pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read and understand the final page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF OXNARD
(Purchaser's Name)

X
(Purchaser's Signature)

Date

Edd Aguilar
(Salesperson Name)

(Approved By)

7/15/19
Date

Jul 15 2019 12:43PM

This order is not valid unless signed and accepted by dealer

ATTACHMENT A

BID DOCUMENTS
FOR
SEMI-TRACTORS

Item #	Quantity	Description	Unit Cost	Item Total
2	2	Tractor - Non-Sleeper W/Rear Axle Capacity Less Than 59000 Lbs	$ 96,990.00	$ 193,980.00
		SUBTOTAL		$
3	2	7.75% CA Sales Tax	$7516.73	$ 15,033.45
4	2	CA Tire Recycling Fee	$17.50	$ 35.00
		Other Costs (List):	~~0~~	$ 0
		GRAND TOTAL		$209,048.45

The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

The following addenda are acknowledged: (Enter # & date or "None" if appropriate)

No.	Date	No.	Date
1	7/8/19		

( ) Check here if "NO Bid". Return this form to remain active in Vendor File.

( ) Check here if your bid will be extended to other public agencies. Your response will in no way affect consideration of your bid.

The undersigned agrees to provide the above items and/or services to the City of Oxnard at the price quoted hereon, hold the price firm for 60 days after the designated date to receive bids, and provide the above items and/or services upon receipt of a City of Oxnard purchase order.

Bidder's Signature John Limoli Date 7/15/19

Printed Name & Title JOHN LIMOLI - TRUCK SALES MANAGER

Business Name GIBBS TRUCK CENTERS

Business Address 2201 E. VENTURA AVE
OXNARD, CA 93030

Telephone No. 805-485-0551 Email jlimoli@gibbstrucks.com

Ed Gibbs

Telephone No. (805) 485-0551 Email edgibbs@gibbstrucks.com

Federal Taxpayer Identification No. 95-2644434

ATTACHMENT B

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, ED GIBBS

depose and say that I am PRESIDENT
("Sole Owner", "A Partner", "President", or other proper title)

of GIBBS INTERNATIONAL TRUCK CENTERS
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Ed Gibbs
Signature

7/15/19
Date

Year, Make & Model Offered: 2020 INTERNATIONAL HX 620
CONVENTIONAL TRACTOR

Estimated Delivery Date ARO (F.O.B. Destination): 90 - 160 DAYS

Note exceptions to above specifications: NONE

Approval of Purchase Order with Gibbs Truck Centers for Two (2) Semi-Tractors

Public Works and Transportation Committee
October 8, 2019

Recommendation

That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute a Purchase Order with Gibbs Truck Centers in an amount not-to-exceed $209,048.46 for two (2) semi-tractors.

Background

- Semi-tractors pull "walking floor" trailers and are used six-days per week to transfer waste material to contracted landfills and processors.
- Each semi-tractor pulling a trailer hauls an average of 21 tons per trip to the landfill or processing facility.
- This class of vehicle is a key asset to the daily operations of the Environmental Resources Division.


3

Competitive Bid Process

RFB PROCESS

- RFB issued on June 25, 2019
- Posted on City Website and PublicPurcahse.com
- Thirty-one (31) Vendors Received Bid Notification on the Public Purchase website
- Among three bids received, Gibbs Truck Centers submitted the lowest responsive bid.

Bid Amount from Gibbs Truck Centers:	$209,048.46
Bid Amount from Velocity Truck Center:	$260,752.26
Bid Amount from Inland Kenworth:	$296,321.58

4

Discussion

- The new semi-tractors will replace semi-tractors that have exceeded their serviceable life.
- The current Environmental Resources tractor fleet has an average age of seventeen (17) years in service, with an average of 550,000 miles.
- The industry standard life of a semi-tractor is seven (7) years.
- This purchase continues to modernized the transfer fleet by increasing operating efficiencies, minimizing down time and lowering maintenance expense.

Financial Impact

- Funding is provided by the Environmental Resources Fleet Replacement Project No. 187417 (Account Number 742-7943-826-8607) for the purchase of the two (2) semi-tractors.

Questions?