

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



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
February 9, 2021
Regular Meeting - 8:30 to 10:00 PM
(TEMPORARY MEETING TIME CHANGE)

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 12:00 p.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 12:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

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 requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests 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. 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

D. REPORTS

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

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

1. Public Works Department

SUBJECT: Agreement for Storm Vault Scheduled Maintenance and On-Call Services (Rebid) PW 20-65R for Special Districts. (0/5/5)

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

1. Approve and authorize the Mayor to execute Agreement A-8282 with Downstream Services, Inc. for an amount not to exceed \$1,500,000 for a three-year term ending March 1, 2024 for storm vault scheduled maintenance and on-call services for Community Facilities Districts (CFD) including Westport CFD 2, Seabridge CFD 4, and Riverpark CFD 5;
2. Authorize the City Manager to approve a budget appropriation of \$85,000 for Westport CFD 2 Fund 175 from available fund balance; and
3. Authorize the City Manager to approve a budget appropriation of \$185,000 for Seabridge CFD 4 Fund 173 from available fund balance.

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

Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

SUBJECT: Purchase Order to King Lee Chemical Company for Clean-in-Place Chemicals for the Reverse Osmosis Desalter Facility. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Order #7961 with King Lee Chemical Company in the amount not to exceed \$118,734.45 for a three-year term ending February 28, 2023 for clean-in-place chemicals for the Reverse Osmosis Desalter Facility.

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

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Purchase of Heavy Equipment for Wastewater Division. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Orders with:

1. Nixon-Egli in the amount of \$232,001.13 for a new Crane Truck;
2. Velocity Truck Centers in the amount of \$219,914.81 for a new Rolloff Truck;
3. Quinn Company in the amount of \$266,274.81 for a new Excavator;
4. Quinn Company in the amount of \$146,894.52 for a new Backhoe; and
5. Quinn Company in the amount of \$35,910.92 for a new Forklift.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/y1Y_CkylXhw

Contact: Rosemarie Gaglione, (805) 385-8055

4. Public Works Department

SUBJECT: Agreements for Consulting Services for Wastewater and Recycled Water Treatment Process Support. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute agreements for the following wastewater and recycled water treatment process support consultant services:

1. Agreement A-8283 with Dudek in the amount not to exceed \$100,000 for a three-year term ending February 16, 2024;
2. Agreement A-8284 with MV Engineering, LLC, in the amount not to exceed \$125,000 for a three-year term ending February 16, 2024;
3. Agreement A-8285 with GHD, Inc., in the amount not to exceed \$100,000 for a three-year term ending February 16, 2024;
4. Agreement A-8286 with KEH Group, Inc., in the amount not to exceed \$100,000 for a three-year term ending February 16, 2024;
5. Agreement A-8287 with Kennedy/Jenks Consultants, Inc., in the amount not to exceed \$175,000 for a three-year term ending February 16, 2024;
6. Agreement A-8288 with Separation Processes, Inc., in the amount not to exceed \$125,000 for a three-year term ending February 16, 2024; and
7. Agreement A-8289 with Carollo Engineers, Inc., in the amount not to exceed \$175,000 for a three-year term ending February 16, 2024.

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

Contact: Rosemarie Gaglione, (805) 385-8055

5. Public Works Department

SUBJECT: Procurement of Vehicles and Trailers for the Environmental Resources Division.
(0/10/10)

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

1. The Mayor to execute Purchase Orders in the total amount of \$10,189,921.49 for the purchase of new vehicles and accessories:

a. Purchase Order with Velocity Truck Centers for an amount not to exceed \$8,360,298.80 for the purchase of:

i. Ten (10) new residential, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,343,980.80;

ii. Nine (9) new commercial, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,016,424.97;

iii. Five (5) new industrial, compressed natural gas (CNG) vehicles with accessories for a cost of \$1,375,855.65;

iv. Two (2) new rear-loader, compressed natural gas (CNG) vehicles with accessories for a cost of \$624,037.38;

b. Purchase Order with Kenworth Truck Company Division of PACCAR, Incorporated for an amount not to exceed \$906,092.30 for the purchase of seven (7) new semi-tractor transfer vehicles with accessories;

c. Purchase Order with The Trailer Company for an amount not to exceed \$923,530.39 for the purchase of ten (10) new transfer trailers with accessories; and

2. The City Manager to approve a budget appropriation in the amount of \$10,189,922 to recognize proceeds from a lease purchase to finance the acquisition of refuse collection vehicles and transfer trailers for the Environmental Resources Division (Project 216804).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/pWn-4R58ukE>

Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.1**

DATE: February 9, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement for Storm Vault Scheduled Maintenance and On-Call Services (Rebid) PW 20-65R for Special Districts. (0/5/5)

RECOMMENDATION

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

1. Approve and authorize the Mayor to execute Agreement A-8282 with Downstream Services, Inc. for an amount not to exceed \$1,500,000 for a three-year term ending March 1, 2024 for storm vault scheduled maintenance and on-call services for Community Facilities Districts (CFD) including Westport CFD 2, Seabridge CFD 4, and Riverpark CFD 5;
2. Authorize the City Manager to approve a budget appropriation of \$85,000 for Westport CFD 2 Fund 175 from available fund balance; and
3. Authorize the City Manager to approve a budget appropriation of \$185,000 for Seabridge CFD 4 Fund 173 from available fund balance.

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

BACKGROUND

The creation of CFDs in the City of Oxnard (City) assists with funding, in perpetuity, the maintenance obligations for specific neighborhoods within the City. Three (3) of these CFDs are designated Westport CFD 2, Seabridge CFD 4, and Riverpark CFD 5, which include authorized improvements for stormwater filter replacement and maintenance. When built, these three (3) neighborhoods were designed with the same stormwater filtration system. These systems include cartridge-style filters for the filtration of stormwater runoff from roadways, parking lots, and other hard surfaces within the CFDs.

Before this contract, the City's Stormwater group provided some maintenance to the stormwater vaults in these CFDs. Records indicate that Westport CFD 2 received maintenance to its stormwater filtration system between October and December 2012. Seabridge CFD 4 and Riverpark CFD5 have not received any maintenance or new filters since construction began in Seabridge and Riverpark in 2000. Through this contract, Special Districts will provide vault cleaning and filter replacement in Fiscal Year 2020-21. Additionally, regular maintenance and cleaning will occur in Fiscal Years 2021-22 and 2022-23.

This contract serves as a compliance method for meeting the requirements of the Municipal Separate Storm Sewer System (MS4) permit. Per the current MS4 permit requirements, the City is to “Verify proper maintenance and operation of post-construction best management practices (BMPs) previously approved for new development and redevelopment and operated by the Permittees. The post-construction BMP maintenance inspection program shall incorporate the following elements:

1. Post-construction BMP maintenance inspection checklist
2. Inspection at least once every two (2) years
3. Criteria and procedures for post-construction Treatment Control and Hydromodification Control BMP repair, replacement, or re-vegetation.”

As mentioned above, most of the filters are behind in maintenance, therefore, the City has not yet been able to meet the compliance requirements contained in the MS4 permit. This contract will assist the City in meeting its future permit requirements. Proper maintenance of post-construction BMPs means that the stormwater is properly treated before being discharged into the Santa Clara River and Channel Islands Harbor.

DISCUSSION

The storm vault scheduled maintenance and on-call services includes initial and annual storm vault maintenance, ongoing maintenance and repair of storm vault components. This includes the required traffic control and permits to accomplish the Work. All Work within the Agreement includes the furnishing of all necessary labor, materials, equipment, and other incidental and appurtenant work needed to provide inspection and maintenance of storm vaults. Along with the cleaning and replacement of storm vault filter cartridges, the Contractor is also responsible for documenting vault and filter conditions, and repairing and replacing storm inlet grates and storm vault doors as needed. Initial scheduled maintenance is to be completed within the first 120 days. This includes replacing 821 filter cartridges in 64 vaults in the Westport CFD 2 and Seabridge CFD 4 areas, and 2,274 filter cartridges in 278 vaults in Riverpark CFD 5. At the project manager’s direction, on-call work will require the Contractor to respond within 30 minutes to emergency calls following storm events or chemical spills. Work will consist of inspection and cleaning vaults, cleaning or replacing filter cartridges, reporting damage to inlet grates, and vault doors. Since this project is considered regular maintenance, it is not included as a capital improvement project for FY 2020-21.

Locations of the storm vaults under these services include Westport CFD 2, located off of Wooley Road between Tradewinds Drive and Chesapeake Drive and bordered by the Channel Islands waterways; Seabridge CFD 4, located off of Wooley Road, Seabridge Lane, Victoria Ave, and Harbour Island Lane; and Riverpark CFD 5, located between Ventura Road and Vineyard Avenue bordered at the south by the 101 Freeway and at the north by Xanadu Way. The work is tentatively scheduled to begin May 1, 2021 and continue through April 30, 2024. Staff will work closely with the City’s Neighborhood Councils to keep them informed of the maintenance schedule. Additionally, the contractor will place door hanger notices at all of the residences and businesses in the service area and post signs along the Work route at least four (4) working days in advance of any Work expected to impact ingress or egress.

The notice inviting formal bids (NIFB) for these services was originally published on August 6, 2020, and only one (1) bid was received. That bid was found to be non-responsive and rejected due to exclusions and additions by the Contractor. The rebid of these services was published on October 22, 2020 and all bids were due December 21, 2020 in which the City received two (2) bids:

AMERICAN INTEGRATED SERVICES, INC. : \$940,434.00

DOWNSTREAM SERVICES, INC. : \$1,145,050.00

The bid submitted by American Integrated Services, Inc. was determined to be materially non-responsive due to an error in the calculation of the bid price along with the bidder's failure to follow the instructions of the Bid. The lowest, responsive bidder is therefore Downstream Services, Inc. (Downstream). Following this determination, the Construction Project Coordinator (City staff member) reviewed all documentation received from Downstream and has verified possession of the required, currently valid licenses and reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations. Additionally, Downstream registration with the California Department of Industrial Relations (DIR) has been verified. Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means trustworthy and fit and capable to complete the work satisfactorily. Thus, staff recommends that the City Council award the contract for these services to Downstream.

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goal and objective:

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5b. Protect ocean and waterways

FINANCIAL IMPACT

The total cost for the storm vault maintenance and on-call services with Downstream Services, Inc. is \$1,500,000 for a term of three (3) years. The spending plan for Fiscal Year 2020-21 is \$770,000. A total of \$270,000 of this spending plan is not included in the current budget and requires budget appropriations for FY 2020-21. Approval of this action will appropriate \$185,000 in Seabridge CFD 4 (Fund 173) and \$85,000 in Westport CFD 2 (Fund 175), both from available fund balances. Available funds from Riverpark CFD 5 (Fund 174) will be allocated from the current FY 2020-21 budget allocation. The Fiscal Year 2021 projected unassigned fund balance of Fund 173 and Fund 175 is \$2.9 million and \$1.1 million, respectively, after this appropriation request. There is no impact to the General Fund for this agreement.

District Name	Account Number	FY 2020-21 Spending Plan	FY 2020-21 Appropriation Amount
Westport CFD 2 (Fund 175)	175-1606-805-8209	\$85,000	\$85,000
Seabridge CFD 4 (Fund 173)	173-1606-805-8209	\$185,000	\$185,000
Riverpark CFD 5 (Fund 174)	174-1606-805-8209	\$500,000	\$0

Total	\$770,000	\$270,000
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Prepared by: Jeri Cooper, Special Districts Project Manager

ATTACHMENTS

1. Downstream Agreement A-8282
2. CFD Budget Appropriation
3. PW 20-65R Bid Tabulation
4. Special Districts Map_Legend
5. Presentation

**CITY OF OXNARD CONTRACT FOR THE
STORM VAULT SCHEDULED MAINTENANCE AND
ON-CALL SERVICES PROJECT (REBID)
SPECIFICATION NO. PW 20-65R**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2021 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and DOWNSTREAM SERVICES, INC. ("Contractor"). Contractor's license number is 807953.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as The Storm Vault Scheduled Maintenance and On-Call Services Project (Rebid), Specification No. PW 20-65R ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed one million, five hundred thousand dollars (\$1,500,000).
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

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

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

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

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

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

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

[signatures on following page]

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

CITY OF OXNARD

DOWNSTREAM SERVICES, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

 Wilma G. Roberts,
 Chief Financial Officer² _____ Date _____

 Victor N. Roberts,
 Vice President _____ Date _____

ATTEST:

 Rose Chaparro, 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 any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

EXHIBIT A

CITY OF OXNARD

**BID SHEETS FOR THE STORM VAULT SCHEDULED MAINTENANCE AND ON-CALL
SERVICES PROJECT (REBID)**

SPECIFICATION NO. PW 20-65R

Bidder's Name: Downstream Services, Inc

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all necessary labor, materials, equipment, traffic control, public convenience, safety, and other incidental and appurtenant Work for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

LINE ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	*UNIT PRICE
1.	INITIAL MAINTENANCE all CFD 2 - Westport & CFD 4 - Seabridge District Vaults	2000-3	LS	1	243,000.00 \$
2.	ANNUAL MAINTENANCE – all CFD 2 - Westport & CFD 4 - Seabridge District Vaults (price per year)	2000-3	LS	1	143,075.00 \$
3.	INITIAL MAINTENANCE – all CFD 5 – Riverpark District Vaults	2000-3	LS	1	452,165.00 \$
4.	ANNUAL MAINTENANCE – all CFD 5 – Riverpark District Vaults (price per year)	2000-3	LS	1	300,046.00 \$
5.	Scheduled On-Call Maintenance and Repair Services Monday-Friday 8am-5pm	3000-4	HR	1	525.00 \$
6.	**Non-Scheduled On-Call Maintenance and Repair Services, Monday- Friday 8am-5pm	3000-4	HR	1	709.00 \$
7.	**Non-Scheduled On-Call Maintenance and Repair Services, Monday- Friday 5:01pm-7:59am, Weekends, and Holidays	3000-4	HR	1	957.00 \$

LINE ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	*UNIT PRICE
8.	MATERIALS – 18 inch Contech ZPG™ filtration cartridges	3000-4	EA	1	\$ 299.00
9.	MATERIALS - Metal Grate Inlet – 48"	3000-4	EA	1	\$ 950.00
10.	MATERIALS - Metal Grate Inlet – 72"	3000-4	EA	1	\$ 1,450.00
11.	MATERIALS - Metal Vault Door – 11" x 19"	3000-4	EA	1	\$ 400.00
12.	MATERIALS - Metal Vault Door – 11" x 26"	3000-4	EA	1	\$ 450.00
13.	MATERIALS - Metal Vault Door – 6" x 12"	3000-4	EA	1	\$ 1.00
14.	MATERIALS - Metal Vault Door – 6" x 15"	3000-4	EA	1	\$ 1.00
15.	MATERIALS - Metal Vault Door – 6" x 8"	3000-4	EA	1	\$ 1.00
16.	MATERIALS - Metal Vault Door – 7" x 14"	3000-4	EA	1	\$ 1.00
17.	MATERIALS - Metal Vault Door – 8" x 11"	3000-4	EA	1	\$ 120.00
18.	MATERIALS - Metal Vault Door – 8" x 14"	3000-4	EA	1	\$ 120.00
19.	MATERIALS - Metal Vault Door – 8" x 16"	3000-4	EA	1	\$ 120.00
20.	MATERIALS - Metal Vault Door – 8" x 18"	3000-4	EA	1	\$ 120.00
21.	MATERIALS - Metal Vault Door – 8" x 20"	3000-4	EA	1	\$ 120.00
22.	¼ TURN FILTER CONNECTOR	3000-4	EA	1	\$ 420.00
TOTAL AMOUNT:				\$ 1,145,050.00	

NOTES:

The responsive/responsible bidder will be the Bidder with the Bid Price which is the lowest total of all Line Item Unit Prices added together.

Hourly Rates at fully burdened cost and Contractor shall pay prevailing wages. All unit costs must include the current burdened prevailing wage rate.

*No adjustment in the Contract Unit Prices will be allowed for the duration of the Contract Term. The cost of all labor, export of materials, traffic control, mobilization, demobilization, tools, equipment and other costs shall be included in the above Contract Unit Prices and no additional compensation will be granted for such expenses regardless of inflation, tax, shipping or availability of materials for the duration of the Contract Term.

** Work to begin within two (2) hours of notification.

BID PRICE IN DIGITS: \$ 1,145,050.00

BID PRICE IN WORDS: One million one hundred forty - five thousand fifty dollars.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>11/02/2020</u>
#02	<u>11/10/2020</u>

Addendum:	Date Received:
#03	<u>11/20/2020</u>
#04	<u>12/01/2020</u>
#05	<u>12/15/2020</u>

Bidder's Name (Company): Downstream Services, Inc

Signature: 

Print: Wilma Roberts

Title: President

Date: 12/16/2020

Signature: 

Print: Victor Roberts

Title: Vice President

Date: 12/16/2020

EXHIBIT B**SPECIAL PROVISIONS**

The Storm Vault Scheduled Maintenance and On-Call Services Project (Rebid) Specification Number PW 20-65R includes Appendix 1-A “CFD_ExhibitMaps_Seabridge_Westport.pdf” and Appendix 1-B “CFD_ExhibitMaps_Riverpark_July2020.pdf” depicting Storm Vault locations, Appendix 2 – Contech Engineered Solutions “Stormwater Management StormFilter® Vault Installation Guide”, and Appendix 3 - Contech Engineered Solutions “Storm Filter Maintenance Guide”.

SECTION 1000 - GENERAL**1000-1 Location and Description of Work**

- A The scope of Work shall consist of furnishing all necessary labor, materials, equipment, tools, traffic control, public convenience, safety, and other incidental and appurtenant Work to maintain and repair storm vaults including scheduled and as-needed replacement of filter cartridges, vault doors and inlet grates located within the CFD 2 - Westport, CFD 4 - Seabridge, and CFD 5 – Riverpark (Districts) communities of Oxnard. Work areas in urbanized sections of the City may require careful planning on the Contractor’s part. The City reserves the right to add or remove storm vault locations and services during the term of the Contract.
- B The Work area consists of CFD 2 – Westport, located off of Wooley Road between Tradewinds Drive and Chesapeake Drive and bordered by the Channel Islands waterways, CFD 4 – Seabridge, located off of Wooley Road, Seabridge Lane, Victoria Ave and Harbour Island Lane, and CFD 5 – Riverpark, located between Ventura Road and Vineyard Avenue bordered at the south by the 101 Freeway and at the north by Xanadu Way. Appendix 1A and 1B exhibit maps depict the overall District and specific locations within each District where storm vaults are located. The attached Exhibit A includes a list of all storm vault locations and the number of filter cartridges needed for each storm vault.
- C Appendix 1A and 1B show locations as they are supposed, or believed by the City to exist. Exhibit A includes filter cartridge counts for each storm vault as they are believed by the City to exist. The City does not warrant the completeness or accuracy of such information. It is the Bidder’s responsibility to ascertain the existence of any conditions affecting the cost of work. Bidders are required to conduct their own investigations as to the existing conditions affecting the Work to be accomplished under these specifications. If the Bidder chooses not to visit the site or conduct investigations, the Bidder will nevertheless be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

1000-2 Standards and Requirements**A. Operation and Maintenance**

- 1. Operation and maintenance of the storm filter management systems shall be in accordance with the EPA’s Total Maximum Daily Load (TMDL) and MS4 Permit guidelines. All waste associated with these services shall be handled in accordance with all federal, state and local regulations.

C. Data Collection and Mapping

1. Contractor is required to purchase a license for ArcGIS, or equal, and input all maintenance and repair information into the City's database, and provide "before and after" photographs for each location of maintenance and/or repair.

D. Hours of Operation

1. Initial and Annual Maintenance shall occur Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. unless otherwise agreed to by the Project Manager in writing.

1000-3 *Staffing and Supervision*

The Contractor shall supervise and direct all Work, in accordance with industry standards and any applicable manufacturer's instructions, to not in any way void a manufacturer's warranty. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures and for all portions of the services. Contractor shall provide an adequate number of skilled workers who are thoroughly trained and experienced in providing the services that are requested under this Contract.

SECTION 2000 - INITIAL AND ANNUAL MAINTENANCE
(Bid Item)

2000-1 *Initial Maintenance Work*

- A. At the inception of the Contract the Project Manager shall issue a "Notice to Proceed" directing the Contractor to begin the "Initial Maintenance Work" on each of the vaults listed in Exhibit A – "Storm Vault Location List", and Contractor will complete the Initial Maintenance Work within **one hundred twenty (120)** Working Days. Initial Maintenance Work shall include all of the tasks, standards and requirements listed in Sections 1000-2, 1000-3 and 4000, including inspection, ArcGIS licensing, data collection, mapping and reporting, inputting all maintenance and repair information into the City's database, providing "before and after" photographs for each location, and furnishing all necessary labor, materials, equipment, tools, traffic control, public convenience, safety, and other incidental and appurtenant Work to remove all debris, excess siltation, sediment and pollutant discharge from each storm vault. Within the clean storm vault Contractor shall remove and clean or replace all filter cartridges using approved Contech ZPG™ filtration cartridges in accordance with the specification provided by Contech Engineered Solutions "The Stormwater Management StormFilter® Vault Installation Guide" attached as Appendix 2, and "StormFilter Maintenance Guide" attached as Appendix 3. Contech filter exchange programs may be utilized as a cost saving measure.
- B. At each storm vault, Contractor shall inspect vault doors and grate inlets for proper operation and submit a report to the Project Manager detailing any needing replacement including photographs depicting damages and proposals for replacements.

2000-2 Annual Maintenance Work

- A. Following the Initial Maintenance Work, Contractor shall perform annual inspections (“Annual Maintenance Work”) on each storm vault before October 1 of years two (2) and three (3) of the Contract Term. Annual Maintenance Work shall be performed in accordance with Appendices 2 and 3, and shall include all of the tasks, standards and requirements listed in Sections 1000-2, 1000-3, 2000-1 and 4000, except that Contech ZPG™ filtration cartridges are to be replaced no less than once every other year.

2000-3 Measurement and Payment

Initial Maintenance Work prescribed in Section 2000-1 shall be paid per the Bid Sheets Item **“INITIAL MAINTENANCE”** at the contract unit price per lump sum (LS) for each District as shown in the bid line items 1 and 3. Such payment shall be considered full compensation for inspection, ArcGIS licensing, data collection, mapping and reporting, inputting all maintenance and repair information into the City’s database, providing “before and after” photographs for each location, and furnishing all necessary labor, equipment, tools, mobilization, demobilization, traffic control, public convenience, safety, and other incidental and appurtenant Work needed to complete all Initial Maintenance Work, but excluding Materials, which shall be paid per the Bid Sheets Items **“MATERIALS”** at the contract unit price per each (EA). Work involved shall be complete and in accordance with the Specifications, Appendices 2 and 3, and these Special Provisions.

Annual Maintenance Work prescribed in Section 2000-2 shall be paid per the Bid Sheets Item **“ANNUAL MAINTENANCE”** at the contract unit price per lump sum (LS) for each District as shown in the bid line items 2 and 4. Such payment shall be considered full compensation for inspection, ArcGIS licensing, data collection, mapping and reporting, inputting all maintenance and repair information into the City’s database, providing “before and after” photographs for each location, and furnishing all necessary labor, equipment, tools, traffic control, public convenience, safety, and other incidental and appurtenant Work needed to complete all Annual Maintenance Work, but excluding Materials, which shall be paid per the Bid Sheets Items **“MATERIALS”** at the contract unit price per each (EA). Work involved shall be complete and in accordance with the Specifications, Appendices 2 and 3, and these Special Provisions.

SECTION 3000 ON-CALL MAINTENANCE AND REPAIR
(Bid Item)

3000-1 On-Call Inspection

- A. In addition to the Initial and Annual Maintenance, at the request of the Project Manager, Contractor shall be required from time to time to provide On-Call Maintenance and Repair Work following major storm events or chemical spills. On-call Work shall include inspecting vault doors and inlet grates, removing all debris, excess siltation, sediment and pollutant discharge from each storm vault, inputting all maintenance and repair information into the City’s database, providing “before and after” photographs for each on-call location, and submitting a report and proposal to the Project Manager detailing any needed replacement materials.

- B. Within the clean vault Contractor shall remove and clean or replace filter cartridges as needed using approved Contech ZPG™ filtration cartridges in accordance with Appendix 2 – Contech Engineered Solutions “The Stormwater Management StormFilter® Vault Installation Guide”, and Appendix 3 “Storm Filter Maintenance Guide”. Contech filter exchange programs may be utilized as a cost saving measure.

3000-2 *On-Call Inspection Response Time*

Contractor shall respond to all on-call requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these requests shall be included in the Bid sheets. Response time by the Contractor shall be as stated below:

A. **Scheduled On-Call Maintenance and Repair Work:**

Under the Scheduled Maintenance and Repair Work category, Contractor must verbally respond within two (2) hours of telephone notification of repair work by the Project Manager. The Scope of Work, locations, and schedule shall be mutually agreed upon by the Project Manager and the Contractor, and Work shall take place Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the Project Manager before Work begins.

Contractor shall be required to provide all necessary traffic control, public safety and convenience, and perform Work in accordance with the Standards and Requirements and Section 4000 of these Special Provisions during the course of Scheduled On-Call Maintenance and Repair Work.

B. **Non-Scheduled Urgent On-Call Maintenance and Repair Work:**

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

Contractor shall be required to provide all necessary traffic control, public safety and convenience, and perform Work in accordance with the Standards and Requirements and Section 4000 of these Special Provisions during the course of Non-Scheduled Urgent On-Call Maintenance and Repair Work.

C. **Emergency Contacts:**

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon award of Contract. Should the contact persons or their phone numbers change during the course of the Contract, those changes shall be submitted to the City within two (2) working days.

3000-3 *Repair Work*

- A. During each on-call visit, Contractor shall inspect vault doors, grate inlets and filter cartridges for proper operation and submit a report to the Project Manager detailing any needing replacement. Each report will include photographs depicting damages and proposals for replacements.
- B. Vault doors and grate inlets that are damaged or removed as part of this Work shall be replaced in kind per City of Oxnard Standard Plate 504/505, SPPWC Standard Plan 311-3 or equal.
- C. Doors shall have hot dipped galvanized frame and covers. Covers shall have diamond plate finish. Doors shall meet AASHTO M306 H20/HS20 traffic rating.

3000-4 *Measurement and Payment*

Scheduled and Non-Scheduled Urgent On-Call Maintenance and Repair Work shall be pre-approved by a Task Order issued by the Project Manager prior to Contractor beginning Work. The Task Order shall include a list of locations, materials, labor and taxes. A separate invoice is required for each Task Order issued pursuant to the Contract. Contractor is required to itemize the locations, materials used, number of hours worked by each employee working at the jobsite, and the dates and times when the Work occurred. Contractor shall only invoice for time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless approved by the Project Manager in writing and included in the Task Order.

Labor shall be paid per the Bid Sheets item 5, "SCHEDULED ON-CALL MAINTENANCE AND REPAIR WORK MONDAY-FRIDAY 8AM-5PM", or item 6, "NON-SCHEDULED URGENT ON-CALL MAINTENANCE AND REPAIR WORK, MONDAY-FRIDAY 8AM-5PM", or item 7, "NON-SCHEDULED URGENT ON-CALL MAINTENANCE AND REPAIR WORK, MONDAY-FRIDAY 5:01PM-7:59AM, WEEKENDS AND HOLIDAYS", at the Contract Unit Price per hour (HR).

Such payment shall be considered full compensation for furnishing all necessary labor, equipment, tools, traffic control, public convenience, safety, and other incidental and appurtenant Work needed to complete the Scheduled and Non-Scheduled Urgent On-Call Maintenance and Repair Work including inspection, ArcGIS licensing, data collection, mapping and reporting, complete and in accordance with the Specifications, the Appendices, and these Special Provisions, but excluding Materials.

Materials including Filter Cartridges, Vault Doors and Inlet Grates shall be paid per the Bid Sheets Items 8 through 21, "MATERIALS". Such payment shall be considered full compensation for furnishing the materials necessary to complete the Scheduled and Non-Scheduled On-Call Maintenance and Repair Work in accordance with the Specifications, the Appendices, and these Special Provisions.

SECTION 4000 - TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY

4000-1 Scope of the Work

The Contractor shall provide, for the protection of the public, all necessary barricades, traffic cones, warning signs, flagmen, lights, and other safety devices in accordance with Section 12-3 of the SSS and the current requirements set forth in the **Work Area Traffic Control Handbook (the "Watchbook")** and MUTCD.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the unit price per item and no separate or additional compensation will be permitted.

Move in/move out of equipment shall be considered as a component of the contract unit price and no separate or additional compensation will be made.

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

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

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

A. Storage Areas:

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

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

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

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

apply if the Work area is protected by permanent or temporary railing or barrier.

When Work is not in progress on a trench or other excavation that required a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall not be more than the spacing used for the lane closure.

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

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

4000-2 *Work to be Accomplished*

The Contractor shall maintain the following requirements:

- A. Contractor shall submit traffic control plans for approval by the City Traffic Engineer one week prior to the pre-construction meeting. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.
- B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.
- C. Traffic control plans must conform to the **Work Area Traffic Control Handbook (the "Watchbook")**, to the SSS, and to the MUTCD.
- D. Working hours shall be from 8:30 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.
- E. No lane closure beyond the Work areas.
- F. The Contractor shall provide steel covers when backfill operations of an excavation in the travelled way, whether transverse or longitudinal, cannot be

properly completed within a Working Day. The steel plate shall be recessed by milling into the existing asphalt to set flush with the surface of the existing asphalt and must extend a minimum of 12 inches beyond the edges of the trench. Milling depth shall match thickness of the plate. Full depth cutting of the asphalt pavement section outside of trench is not permitted. The steel plate shall be anchored properly and the gap between the edge of the plate and the adjacent existing asphalt pavement must be filled with temporary asphalt.

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

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

4000-3

Permits

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

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

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

District Encroachment Permit Office Contact Information:

District 07
100 South Main Street, Suite 100
Los Angeles, CA 90012
(213) 897-3631

Union Pacific Rail Road Contact Information:

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

EXHIBIT A

STORM VAULT LOCATION LIST

Oxnard Waterways Districts
Westport CFD 2 and Seabridge CFD 4

Unit Number	Storm Vault Location	Number of Filter Cartridges
1	Chesapeake Dr.	30
2	Chesapeake Dr.	35
3	Twin Tides Pl.	10
4	Twin Tides Pl.	34
5	Chesapeake Dr.	25
6	Viewpoint Dr.	11
7	Tradewinds Dr.	2
8	Tradewinds Dr.	23
9	Tradewinds Dr.	22
10	Viewpoint Dr.	32
11	Admiral Way	30
12	Seabridge Ln.	83
13	Windshore Way/Pedestrian Bridge	101
14	Victoria Ave Near Yolanda's	51
15	Harbour Island Ln.	56
16	Viewpoint Dr.	3
17	Seabridge Ln/Pedestrian Bridge	15
18	Adriatic St. & Estuary Way	5
19	Farralon Way	4
20	Estuary Way	8
21	Seabridge Ln.	5
22	Crete Ln.	2
23	Adriatic St.	3
24	Harbour Island Ln.	4
25	Caribbean St.	6
26	Harbour Island Ln.	6
27	Seabridge Ln.	8
28	Aleutian Way	4
29	Baltic St at Estuary Way	8
30	Farralon Way at Aleutian Way	8
31	Estuary Way	2
32	Adriatic St. between Caspian Way and Seabridge Ln.	4
33	Crete Ln. at Galapagos Way	7

Unit Number	Storm Vault Location	Number of Filter Cartridges
34	Adriatic St. at Caspian Way	5
35	Harbour Island Ln. at Aleutian Way	4
36	Carribean St at Estuary Way	8
37	Aleutian Way at Galapagos Way	5
38	Caspian Way At Baltic St.	7
39	Crete Ln. at Farralon Way	7
40	Estuary Way at Baltic St.	7
41	Seabridge Ln. at Adriatic St.	2
42	Crete Ln. at Harbour Island Ln.	6
43	Adriatic St. at Caspian Way	3
44	Crete Ln at Galapagos Way	5
45	Estuary Way at Caribbean St.	3
46	Harbour Island Ln. at Aleutian Way	7
47	Baltic St. at Seabridge Ln.	4
48	Galapagos Way at Aleutian Way	4
49	Seabridge Ln at Caribbean St.	12
50	Estuary Way at Adriatic St.	9
51	Donegal Way at Baltic St.	8
52	Harbour Island Ln. at Parking Lot	9
53	Caspian Way at Adriatic St.	12
54	Donegal Way at Adriatic St.	12
55	Seabridge Ln. at Caribbean St.	14
56	Crete Ln. at alley between Galapagos Way & Farralon Way	2
57	Crete Ln. at alley between Harbour Island Ln. & Galapagos	2
58	Wooley Rd. NW of Seabridge Ln.	2
59	Wooley Rd. SW of Seabridge Ln.	2
60	Wooley Rd. NE of Seabridge Ln	2
61	Wooley Rd. SE of Seabridge Ln.	2
62	Wooley Rd. NW of Victoria Ave	2
63	Wooley Rd. SW of Victoria Ave	2
64	Victoria Ave. at Harbour Island Ln.	5
	Total Filter Cartridge Count - Oxnard Waterways Districts Westport CFD 2 and Seabridge CFD 4	821

CFD 5 - RIVERPARK DISTRICT

Unit Number	Location	Number of Filter Cartridges
1	Danvers River at Moonlight Park	36
2	Seaglass at Danvers River	56
3	Kiawah Rivers alley between Lison Ln. & Ventura Rd.	10
4	Ventura Rd & Garonne St. NE alley	26
5	Moss Landing and Garonne St. NW alley	12
6	Garonne St. & London Ln. NW alley	11
7	Kiawah River alley between Nimes Ln. & Moss Landing Blvd.	8
8	NE corner alley at Orleans Dr. & Kiawah River	6
9	Greenbelt at Rocky Mountain Dr. and Feather River Pl.	11
10	Riverpark Blvd. inside Pasep Santa Clara Apts. SE corner near green belt	34
11	Ventura Rd. & Clyde River	11
12	Clyde River & Oxnard Blvd.	15
13	Riverpark Blvd at Collection/24 Fitness Entrance	6
14	Oxnard Blvd. & Clyde River SE corner	24
15	Town Center Dr. & Riverpark Blvd. SW corner	32
16	Collection Marketplace adjacent to 101 Freeway & Lazy Dog Restaurant	76
17	Collection Marketplace adjacent to the Oxnard Blvd Northbound off ramp near Whole Foods	67
18	Town Center Dr. at Portico near Bank of American	66
19	Town Center Dr. in parkway between Oxnard Blvd. and Portico	67
20	Danvers River between Moonlight Park Ave & Riverpark Blvd (Tempo at Riverpark)	30
21	Riverpark Blvd. north of Danvers River St.	18
22	Danvers River St. west of Moonlight Park Av. Behind Target	27
23	Danvers River and Oxnard Blvd. west Target parking lot	31
24	Riverpark Blvd. NW of Danvers River St. (RHF Sonota Apts)	3
25	Ventura Rd. W of Albion	10
26	Ventura Rd. NW of Albion	3
27	Albion Way at Ventura Rd. SW mow strip before alley	18
28	Lison Dr. North of Kiawah River	10
29	Nile River West of Oxnard Blvd.	15
30	Albion Way North of Nile River	21
31	Owens River Dr. East of Albion	14
32	Owens River Dr. West of Albion	6
33	Moss Landing SE of N. Oxnard Blvd.	5
34	Moss Landing NE of N. Oxnard Blvd.	7
35	Ventura Rd. NW of Oxnard Blvd. traffic circle	7
36	Ventura Rd. SW of Oxnard Blvd. traffic circle	4

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Exhibit B

Unit Number	Location	Number of Filter Cartridges
37	Oxnard Blvd SE of London Rd	5
38	Oxnard Blvd NE of London Rd	5
39	Oxnard Blvd NW of Lisbon Rd	3
40	Danvers River at Moonlight Park, NE corner	3
41	Danvers River NE of Oxnard Blvd.	3
42	Danvers River South of Oxnard Blvd.	3
43	Riverpark Blvd at Colonia Rd, Krispy Kreme parkway	6
44	Riverpark Blvd at Colonia Rd, Krispy Kreme planter bed	10
45	Riverpark Blvd at Colonia Rd, Krispy Kreme drive through	6
46	Riverpark Blvd. parkway in front of Paseo Del Rio Apartments	7
47	Oxnard Blvd. in parkway by South of Red Robin	4
48	Oxnard Blvd. in parkway by North of Red Robin	21
49	Oxnard Blvd. in park way NW of Red Robin next to vacant field	10
50	NE corner of Oxnard Blvd & Clyde River	4
51	NW corner of Riverpark Blvd and Town Center Dr.	4
52	Riverpark Blvd adjacent to lift station	4
53	Riverpark Blvd. NW of the lift station	14
54	North corner of Forest Park Blvd. at Ventura Rd.	10
55	Ventura Rd. NW of Forest Park Blvd.	4
56	Ventura Rd. NW side of street at Green River	2
57	SW corner of Garonne at Ventura Rd.	8
58	NE corner of Garonne at Ventura Rd.	16
59	West side of Ventura Rd. at Garonne	3
60	Oxnard Blvd. NE corner at Danvers River	7
61	Oxnard Blvd. NW corner at Danvers River	6
62	Oxnard Blvd. NE of Green River	3
63	Oxnard Blvd. NW of Green River	3
64	Oxnard Blvd North of Green River at Central Park	10
65	Moss Landing Dr. NE of Garonne	8
66	Moss Landing Dr. NW of Garonne	10
67	Moon Light Park NW side of the street between Forest Park and Flathead River	2
68	Moss Landing SW of Green River	4
69	Green River Dr. at Moss Landing	3
70	Moss Landing Dr. SE of Garonne St.	4
71	Moss Landing Dr. SW of Garonne St.	7
72	Orleans Ln. NE corner at Garonne St.	5
73	Orleans Ln. NW corner at Garonne St.	4
74	Garonne St. at Nimes Ln. SW side of St.	5
75	Orleans Ln. NE of Indus Pl.	13

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Unit Number	Location	Number of Filter Cartridges
76	Kiawah River Blvd. between Moss Landing and alley, SW side of the St.	8
77	Kiawah River N side of the street between Moss Landing and the alley	7
78	Riverpark Blvd. SE of Danvers River	9
79	Riverpark Blvd. NE of Danvers River	9
80	Thames River NW of Forest Park Blvd.	5
81	Thames River Dr. NE of Indus Pl.	2
82	Thames River Dr. NE of Java Pl.	3
83	Thames River Dr. NW of Java Ln.	7
84	Thames River Dr. parkway of Rio Del Mar School	7
85	Thames River Dr. parkway across the street from Rio Del Mar School and W of Lakeview Ct.	10
86	Thames River Dr. East of Rio Del Mar School driveway on the South S	4
87	Thames River Dr. East of Rio Del Mar School driveway on the North side of the street	6
88	Forrest Park Blvd. between Riverpark Blvd. and Moonlight Park Ave. N side of the street	9
89	NW corner of Forest Park Dr. at Moonlight Park Ave.	7
90	SW corner of Forest Park Blvd. at Moonlight Park Ave.	6
91	NE corner of Forest Park Blvd. at Oxnard Blvd.	8
92	SE corner of Forest Park Blvd. at Oxnard Blvd.	5
93	N side of Forest Park Blvd. between Ventura Rd and Oxnard Blvd.	8
94	S side of Forest Park Blvd. between Ventura Rd and Oxnard Blvd.	5
95	SW side of Forest Park Blvd at Ventura Rd	4
96	W side of Ventura Rd between Forest Park Blvd and Clyde River Pl.	4
97	E side of Ventura Rd between Forest Park Blvd. and Clyde River Pl.	9
98	NW corner of Forest Park Blvd at Vineyard Ave.	14
99	S side of Forest Park Blvd between Vineyard Ave. and Thames River Dr.	11
100	N side of Forest Park Blvd between Vineyard Ave. and Thames River Dr. adjacent to Rio Vista School	5
101	SE side of Forest Park Blvd. at Thames River Dr.	16
102	NE side of Thames River Dr.	5
103	S side of Forest Park Blvd between Garonne St and Moonlight Park Ave.	5
104	N side of Forest Park Blvd between Garonne St and Moonlight Park Ave.	3
105	SE side of Ventura Rd. between Owens River Dr. and Kiawah	4

Unit Number	Location	Number of Filter Cartridges
	River Dr.	
106	NW side of Ventura Rd. between Owens River Dr. and Kiawah River Dr.	3
107	Owens River Blvd, between Ventura Rd. and Nile River at the Alley	7
108	Owens River Blvd. where Nile River intersects with Windrow Park	4
109	N corner of Owens River Dr. and Nile River	15
110	Alley between Owens River Dr. and Nile River	7
111	SW side of Kiawah River Dr. between Lison Ln. and the alley	3
112	NW side of Kiawah River Dr. between Lison Ln. and the alley	6
113	NW side of Kiawah River Dr. at the alley between Lison Ln. & Ventura Rd.	4
114	SW side of Kiawah River Dr. between Ventura Rd and the alley	7
115	NW side of Kiawah River Dr. between Ventura Rd and the alley	14
116	NW side of Kiawah River Dr. West of Ventura Rd and the alley	7
117	SW side of Kiawah River Dr. West of Ventura Rd and the alley	4
118	SW side of Kiawah River Dr. between Nile River and Ventura Rd at alley	4
119	NW side of Kiawah River Dr. between Nile River and alley	11
120	NW side of Kiawah River Dr. between Nile River and Owens River at alley	6
121	West side of Moss Landing between Kings Canyon and Lakeview Ct.	7
122	West side of Moss Landing between Kings Canyon and Lakeview Ct. next to detention basin	5
123	West side of Oxnard Blvd. between London Ln and Oxnard Blvd. Traffic Circle at alley	4
124	West side of Moss Landing at the alley SE of Oxnard Blvd Traffic Circle	7
125	West side of Kiawah River at Moss Landing	7
126	NW side of Kiawah River at Moss Landing	9
127	West side of Kiawah River at the alley between Moss Landing and London Ln.	3
128	NW Kiawah River between Moss Landing and London Ln at alley	13
129	SW corner of Kiawah River at London Ln	3
130	NW corner of Kiawah River at London Ln	8
131	SW alley off Kiawah River between Oxnard Blvd. and London Ln	5
132	Oxnard Blvd SE of Kiawah River	3
133	Kiawah River at the North alley between Oxnard Blvd and London Ln.	6
134	Oxnard Blvd NE of Kiawah River	4
135	Oxnard Blvd SW of Kiawah River	5
136	Oxnard Blvd NE of Kiawah River	6

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Unit Number	Location	Number of Filter Cartridges
137	Kiawah River at the SW alley between Lisbon Ln and Oxnard Blvd.	7
138	Kiawah River at the NW alley between Lisbon Ln and Oxnard Blvd.	6
139	NE corner of London Ln at Garonne	7
140	NW corner of Garonne at London Ln.	9
141	NW corner of London Ln at Garonne	7
142	West corner of Oxnard Blvd at Owens River	10
143	West side of Albion Dr. at the road bend between Owens River and Platte Way	4
144	West side of Albion Dr. between Platte Way and Rio Grande Way	3
145	West side of Albion Dr. between Rio Grande and Seine River	3
146	West side of Albion Dr. between Seine River and Tiber River	4
147	West side of Albion Dr. between Tiber River and Whalen Way	15
148	West side of Albion Dr. between Whalen Way and Xanadu Way	20
149	Platte Way east of Albion Dr.	24
150	Rio Grande west of Oxnard Blvd.	16
151	Rio Grande east of Albion Dr.	3
152	Seine River east of Albion Dr.	23
153	East side of Kings Canyon between Platte Way and Rio Grande Way	3
154	West side of Kings Canyon between Platte Way and Rio Grande Way	2
155	East side of Kings Canyon between Rio Grande Way and Seine River	3
156	West side of Kings Canyon between Rio Grande Way and Seine River	2
157	East side of Kings Canyon between Tiber River and Whalen Way	3
158	East side of Kings Canyon between Whalen Way and Xanadu Way	2
159	West side of Kings Canyon between Whalen Way and Xanadu Way	1
160	North side of Xanadu Way between Kings Canyon and Oxnard Blvd.	17
161	SW side of Platte Way at Kings Canyon	5
162	NW side of Platte Way at Kings Canyon	7
163	SW side of Platte Way between Oxnard Blvd and alley	11
164	SW side of Rio Grande between Kings Canyon and alley	4
165	NW side of Rio Grande between Kings Canyon and alley	5
166	NW side of Rio Grande between Oxnard Blvd. and alley	7
167	SW side of Rio Grande between Oxnard Blvd. and alley	7
168	SW side of Seine River between Kings Canyon and alley	5
169	NW side of Seine River between Kings Canyon and alley	21

Unit Number	Location	Number of Filter Cartridges
170	NW side of Seine River between Oxnard Blvd and alley	6
171	SW side of Tiber River at Kings Canyon	3
172	NW side of Tiber River at Kings Canyon	5
173	SW side of Tiber River between Oxnard Blvd. and Kings Canyon	9
174	SW side of Whalen Way between Oxnard Blvd. and Kings Canyon	21
175	South side of Kings Canyon between Nile River and alley along detention basin	2
176	Alley at Kings Canyon between Nile River and Moss Landing	5
177	North side of Kings Canyon between Nile River and alley	2
178	West side of Kings Canyon at Owens River along detention basin	2
179	NE side of Kings Canyon at Owens River	5
180	SW alley off Owens River east of Oxnard Blvd.	1
181	SW side of Owens River east of Oxnard Blvd.	3
182	NW side of Owens River east of Oxnard Blvd.	6
183	NW corner of Owens River at Kings Canyon	5
184	SW alley off Nile River east of Oxnard Blvd.	3
185	NW alley off Nile River east of Oxnard Blvd.	5
186	SW corner of Nile River at Oxnard Blvd.	5
187	NW corner of Nile River at Oxnard Blvd.	6
188	NW corner of Nile River at Kings Canyon	1
189	SW corner of Nile River at Kings Canyon	2
190	Alley on Nile River NW of Kings canyon	5
191	NW corner of Flathead River at Ventura Rd.	6
192	SW corner of Flathead River at Ventura Rd.	5
193	NW alley off Flathead River south of Ventura Rd.	6
194	NW alley off Flathead River south of Oxnard Blvd.	7
195	NW corner of Flathead River at Oxnard Blvd.	9
196	SW corner of Flathead River at Oxnard Blvd.	5
197	NW corner of Green River at Ventura Rd.	6
198	SW corner of Green River at Ventura Rd.	2
199	NW alley off Green River south of Ventura Rd.	7
200	NE alley off Green River south of Ventura Rd.	5
201	NW corner of Flathead River at Oxnard Blvd.	3
202	SW corner of Flathead River at Oxnard Blvd.	3
203	Alley South of Ventura Rd between Flathead River and Green River	0
204	Alley between Garonne and Green River between Ventura Rd and Oxnard Blvd.	0
205	Alley SE of Oxnard Blvd off Green River	6
206	NW alley off Green River SE of Oxnard Blvd.	2

Agreement A-8282
Exhibit B

Unit Number	Location	Number of Filter Cartridges
207	NW corner of Green River at Oxnard Blvd.	7
208	SW corner of Green River at Oxnard Blvd.	5
209	Alley off Green River west of Garrone	6
210	South corner of Green River at Garonne St	6
211	North corner of Green River at Garonne St	3
212	Alley off Green River SE of Moonlight Park	4
213	Alley at the SE intersection of Flathead River	6
214	Alley at SW side of Flathead River East of Moonlight Park	3
215	SW corner of Flathead River at Moonlight Park	2
216	NW corner of Flathead River at Moonlight Park	4
217	NW alley off Moss Landing between Green River and Garonne	5
218	SE alley off Moss Landing between Green River and Garonne	7
219	NW alley off Flathead River NW of Moonlight Park	3
220	SW corner of Green River at Oxnard Blvd	3
221	NW corner of Green River at Oxnard Blvd	3
222	NW alley off Kiawah River between Thames River and Roia Ln	7
223	NW alley off Indus Place between Roia Ln and Shenandoah Dr.	3
224	NW corner of Nimes at Kiawah River	3
225	SW corner of Nimes at Kiawah River	5
226	West corner of Java at Moss Landing	3
227	NW corner of alley at Nimes NE of Garonne	5
228	NW corner of Nimes at Garonne	7
229	NW corner of Orleans at Kiawah River	2
230	SW corner of Orleans at Kiawah River	15
231	SW side of Lakeview at Moss Landing	5
232	NW side of Lakeview at Moss Landing	3
233	NW corner of alley on Moss Landing between Garonne and Java Place	5
234	SW corner of Java at Thames River	7
235	NW alley off Java Ln. west of Thames River	6
236	NW alley off Java Ln west of Thames River	7
237	Lakeview Court end of Cul de Sac	13
238	Lakeview Court at Orleans at walking path	9
239	NW Kiawah River at the alley between Nimes and Orleans	3
240	Alley between Java and Kiawah River east of Roia Ln	3
241	NW alley off Kiawah River between Moss Landing and Nimes	7
242	SW corner of Smokey Mountain at American River	6
243	NE corner of American River and Riverpark Dr.	8
244	NE corner of Smokey Mountain at Big Sur River	1
245	NE alley off Smokey Mountain between American River and Big Sur River	4

Agreement A-8282
Exhibit B

Unit Number	Location	Number of Filter Cartridges
246	NW alley off Smokey Mountain between American River and Big Sur River	7
247	NW corner of Big Sur River at Smokey Mountain (corner of Vineyards Park)	2
248	NW side of Indus PI east of Palisades Park	9
249	NW corner of Roia Ln at Indus PI adjacent to the tennis courts	1
250	NW side of Indus PI south of Orleans and prior to the alley	6
251	NW corner of Indus PI at Orelans at East Park	7
252	Alley off Indus PI between Palisades Park and Roia	2
253	Alley off Indus Place between Orleans and Palisades Park	3
254	Danvers River east of Rocky Mountain	3
255	Alley off Rocky Mountain between Danvers River and Elk River	3
256	NW Alley off Rocky Mountain between Danvers River and Elk River PI	2
257	NW corner of Elk River at Rocky Mountain	4
258	NW side of Rocky Mountain at Elk River between two alleys	3
259	NE Alley off Rocky Mountain between Elk River and Feather River PI	2
260	NW Alley off Rocky Mountain between Elk River and Feather River PI	2
261	Alley off Smokey Mountain SW of Danvers River	7
262	NW corner of Smokey Mountain between alley and Danvers River	2
263	NE side of Smokey Mountain between alley and Danvers River	7
264	NW corner of Indus PI at Thames River	5
265	SW corner of Indus PI at Thames River	6
266	SW alley at Indus PI between Shenandoah and Thames River	5
267	NW corner of Indus PI between the alley and Shenandoah	5
268	SW alley off Indus PI between Roia and Shenandoah	7
269	SW corner of Olive St at the entrance of Paseo Del Rio Apts.	18
270	NW corner of Olive St at the entrance of Paseo Del Rio Apts.	18
271	SW Danvers River west of Moonlight Park Ave. at driveway entrance to backside of Target adjacent to the Park at the Collection	6
272	NW Danvers River east of driveway entrance to Mosaic Apts and west of Moonlight Park Ave.	5
273	Danvers River next to Targe across the street from Mosaic Apts Pool	1
274	SW corner of Danvers River at Riverpark Blvd next to parking lot	7
275	NW corner of Danvers River at Riverpark Blvd next to parking lot	8
276	NW corner of Colonia at Riverpark Blvd.	10
277	SW of Elk River PI at the alley	2
278	NW side of alley south of Elk River PI	1

Agreement A-8282
Exhibit B

Unit Number	Location	Number of Filter Cartridges
	CFD 5 - RIVERPARK DISTRICT Total Filter Cartridge Count	2,274

EXHIBIT INS-I
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

- 1** Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

1.1 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;

1.2 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;"

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

City of Oxnard
Insurance Compliance
Reference No. PW 20-65R
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
- 3** Vendor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
- 4** Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
- 5** The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance 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** Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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 you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD**Attn: Insurance Compliance****Reference No. PW 20-65R****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007**

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER _____

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

Telephone: _____

NAMED INSURED _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____**APPLICABILITY** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:**TYPE OF INSURANCE**

CITY AGREEMENTS/PERMITS _____

GENERAL LIABILITY

- ☐
- COMMERCIAL GENERAL LIABILITY
-
- ☐
- COMPREHENSIVE GENERAL LIABILITY
-
- ☐
- OWNERS & CONTRACTORS PROTECTIVE

- ☐
- Claims Made
-
- Retroactive Date _____
-
- ☐
- Occurrence

OTHER PROVISIONS**COVERAGES****LIABILITY LIMITS IN THOUSANDS \$**EACH
OCCURRENCE

AGGREGATE

- ☐
- GENERAL
-
- ☐
- PRODUCTS/COMPLETED OPERATIONS
-
- ☐
- PERSONAL & ADVERTISING INJURY
-
- ☐
- FIRE DAMAGE
-
- ☐
- _____
-
- ☐
- _____

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Insurance Compliance****Reference No. PW 20-65R****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)
-----------------	--------------------------

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

PRODUCER

Telephone:

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

NAMED INSURED

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE	
☐	COMMERCIAL AUTO POLICY
☐	BUSINESS AUTO POLICY
☐	OTHER

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

LIMIT OF LIABILITY

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

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

Name: _____

Address: _____

Telephone: (____) _____

CITY OF OXNARD Attn: Insurance Compliance Reference No. PW 20-65R 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 _____ <i>(original signature required)</i> Telephone: () Date Signed _____
--	--

[illegible]

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () Date Signed _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

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

Downstream Services, Inc., 2855 Progress Place, Escondido, CA 92029 ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as the Storm Vault Scheduled Maintenance and On-Call Services Project (Rebid) Specification No. PW 20-65R.

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of One Million, Five Hundred Thousand Dollars (\$1,500,000.00), this amount being not less than one hundred percent (100%) of the total not to exceed Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

“Principal”

“Surety”

DOWNSTREAM SERVICES, INC.
a California corporation

By: _____
Wilma G. Roberts
Its: Chief Financial Officer

By: _____
Its: _____

By: _____
Victor N. Roberts
Its: Vice President

By: _____
Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

Downstream Services, Inc., 2855 Progress Place, Escondido, CA 92029 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as the Storm Vault Scheduled Maintenance and On-Call Services Project (Rebid), Specification No. PW 20-65R.

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of One Million, Five Hundred Thousand Dollars (\$1,500,000.00), this amount being not less than one hundred percent (100%) of the total not to exceed Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

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

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

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“Surety”

DOWNSTREAM SERVICES, INC. a
California corporation

By: _____
Wilma G. Roberts
Its: Chief Financial Officer

By: _____
Its: _____

By: _____
Victor N. Roberts
Its: Vice President

By: _____
Its: _____

(Seal)

(Seal)

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

REQUEST FOR BUDGET APPROPRIATION

Department: Public Work/Special Districts

Date: March 2, 2021

Project/Program _____

Manager: Jeri Cooper

Phone: 805-200-5334

Reason for Appropriation:

Budget Appropriation from Fund Balance for services executed under A-8282 for Stormwater Maintenance in Community Facilities Districts.

Accounts and Descriptions

AMOUNT

Fund: 173 - Seabridge CFD 4

Expenditures/Transfers Out

173-1606-805-8209 CONTRACTS AND SERVICES/CONTRACT SVC 185,000

Sub-total Expenditures 185,000

Net Change to Fund Balance (185,000)

Fund: 175 - Westport CFD 2

Expenditures/Transfers Out

175-1606-805-8209 CONTRACTS AND SERVICES/CONTRACT SVC 85,000

Sub-total Expenditures 85,000

Net Change to Fund Balance (85,000)

Net Appropriation Change 270,000

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

DECEMBER 30, 2020 - REVISED BID TABULATION

STORM VAULT SCHEDULED MAINTENANCE AND ON-CALL SERVICES (REBID)

Specification No. PW 20-65R

Specification No. PW 20-65R				DOWNSTREAM SERVICES, INC.		AMERICAN INTEGRATED SERVICES, INC	
				Attn: Wilma Roberts 2855 Progress Place Escondido, CA 92029 Ph. 760-746-2544		BID REJECTED	
				#1		#2	
Owner: Bids Received:		City of Oxnard December 21, 2020					
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	INITIAL MAINTENANCE all CFD 2 - Westport & CFD 4 - Seabridge District Vaults	LS	1	\$243,000.00	\$243,000.00		
2	ANNUAL MAINTENANCE – all CFD 2 - Westport & CFD 4 - Seabridge District Vaults (price per year)	LS	1	\$143,075.00	\$143,075.00		
3	INITIAL MAINTENANCE – all CFD 5 – Riverpark District Vaults	LS	1	\$452,165.00	\$452,165.00		
4	ANNUAL MAINTENANCE – all CFD 5 – Riverpark District Vaults (price per year)	LS	1	\$300,046.00	\$300,046.00		
5	Scheduled On-Call Maintenance and Repair Services Monday-Friday 8am-5pm	HR	1	\$525.00	\$525.00		
6	**Non-Scheduled On-Call Maintenance and Repair Services, Monday-Friday 8am-5pm	HR	1	\$709.00	\$709.00		
7	**Non-Scheduled On-Call Maintenance and Repair Services, Monday-Friday 5:01pm-7:59am, Weekends, and Holidays	HR	1	\$957.00	\$957.00		
8	MATERIALS – 18" Contech ZPG™ filtration cartridges	EA	1	\$299.00	\$299.00		
9	MATERIALS - Metal Grate Inlet – 48"	EA	1	\$950.00	\$950.00		
10	MATERIALS - Metal Grate Inlet – 72"	EA	1	\$1,450.00	\$1,450.00		
11	MATERIALS - Metal Vault Door – 11" x 19"	EA	1	\$400.00	\$400.00		
12	MATERIALS - Metal Vault Door – 11" x 26"	EA	1	\$450.00	\$450.00		
13	MATERIALS - Metal Vault Door – 6" x 12"	EA	1	\$1.00	\$1.00		
14	MATERIALS - Metal Vault Door – 6" x 15"	EA	1	\$1.00	\$1.00		
15	MATERIALS - Metal Vault Door – 6" x 8"	EA	1	\$1.00	\$1.00		
16	MATERIALS - Metal Vault Door – 7" x 14"	EA	1	\$1.00	\$1.00		
17	MATERIALS - Metal Vault Door – 8" x 11"	EA	1	\$120.00	\$120.00		
18	MATERIALS - Metal Vault Door – 8" x 14"	EA	1	\$120.00	\$120.00		
19	MATERIALS - Metal Vault Door – 8" x 16"	EA	1	\$120.00	\$120.00		
20	MATERIALS - Metal Vault Door – 8" x 18"	EA	1	\$120.00	\$120.00		
21	MATERIALS - Metal Vault Door – 8" x 20"	EA	1	\$120.00	\$120.00		
22	1/4 TURN FILTER CONNECTOR	EA	1	\$420.00	\$420.00		
			Total Bid Amount Submitted:		\$1,145,050.00		
			Total Bid Amount Verified:		\$1,145,050.00	BID REJECTED	

Subcontractors:

NONE	
------	--

Maintenance Assessment Districts

& Waterway Assessment Districts

MAD No. 4 (Mandalay Beach/Colony/Hotel)

WAD No. 1 (Mandalay Bay)

WAD No. 2 (Mandalay Bay)

Community Facilities Districts

CFD No. 1 & 2 (WESTPORT AT MANDALAY BAY)

CFD No. 3 & 4 (SEABRIDGE AT MANDALAY BAY)

CFD No. 5 (RIVERPARK)

CFD No. 6 (NORTH SHORE AT MANDALAY BAY)

CFD No. 7 (WAGON WHEEL)

Landscape Maintenance Districts

LMD No. 10 (Country Club Estates)

LMD No. 11 (St. Tropez)

LMD No. 12 (Standard Pacific)

LMD No. 13 (Le Village)

LMD No. 14 (California Cove)

LMD No. 16 (California Lighthouse)

LMD No. 23 (Greystone)

LMD No. 24 (Vineyards)

LMD No. 25 (Pointe)

LMD No. 27 (Rose Island)

LMD No. 28 (Harborside)

LMD No. 3 (River Ridge)

LMD No. 30 (Haas Automation)

LMD No. 31 (Rancho De La Rosa)

LMD No. 32 (Oak Park)

LMD No. 33 (El Paseo)

LMD No. 34 (Sunrise Pointe & Sunset Cove)

LMD No. 36 (Villa Santa Cruz & Villa Carmel)

LMD No. 37 (Pacific Breeze)

LMD No. 38 (Aldea Del Mar)

LMD No. 39 (Promesa & Sueno)

LMD No. 40 (Cantada)

LMD No. 41 (Pacific Cove)

LMD No. 42 (Cantabria & Coronado)

LMD No. 43 (Greenbelt)

LMD No. 46 (Daily Ranch)

LMD No. 47 (Sycamore Place)

LMD No. 49 (Cameron Ranch)

LMD No. 50 (Pleasant Valley Senior Housing)

LMD No. 51 (Pfeiler)

LMD No. 52 (Wingfield)

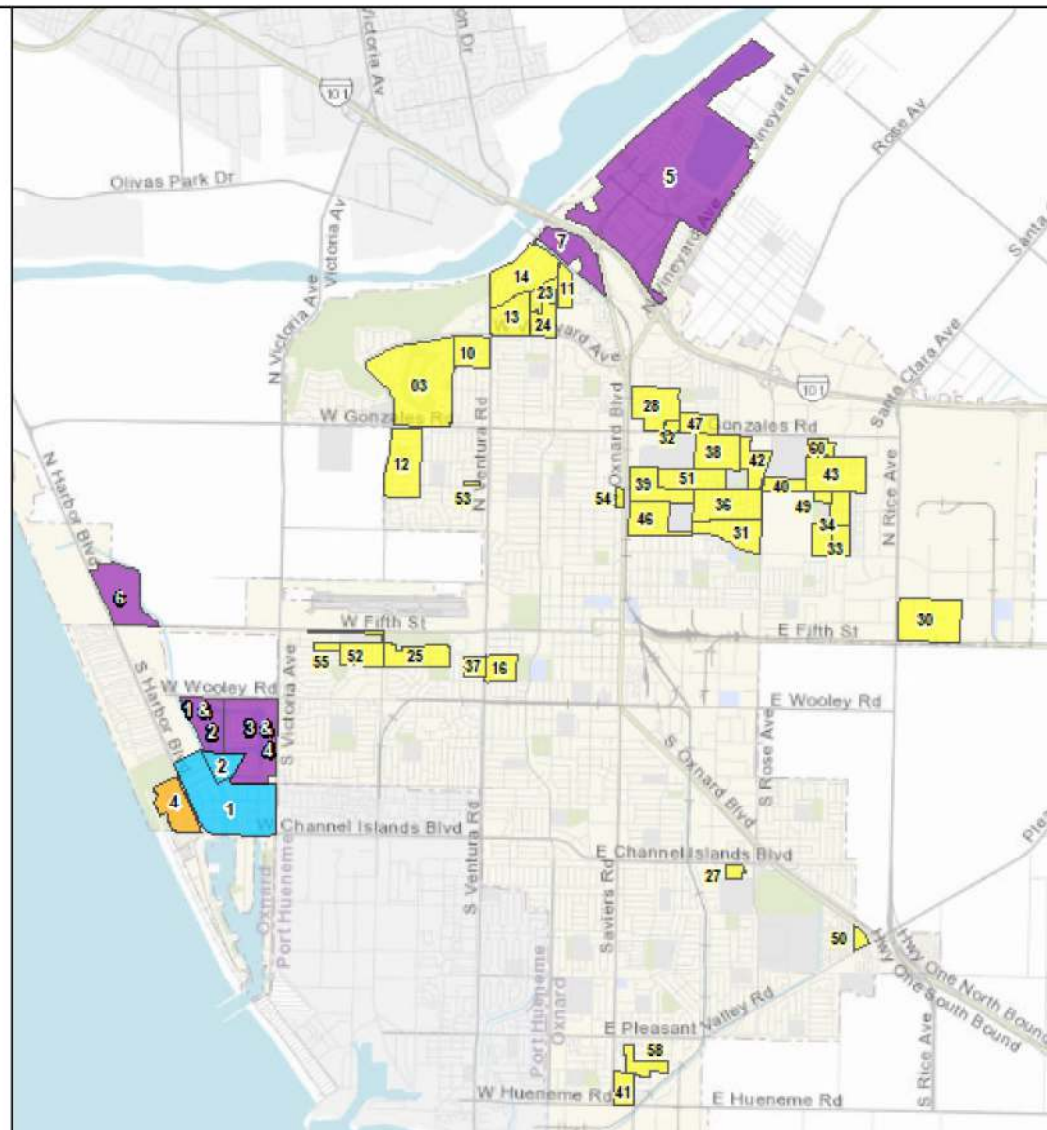
LMD No. 53 (Huff Court)

LMD No. 54 (Meadow Crest Villas)

LMD No. 55 (Wingfield West)

LMD No. 58 (Westwind)

LMD No. 60 (Artisan)



AGREEMENT A-8282 FOR STORM VAULT SCHEDULED MAINTENANCE AND ON- CALL SERVICES (REBID) PW 2065R FOR SPECIAL DISTRICTS

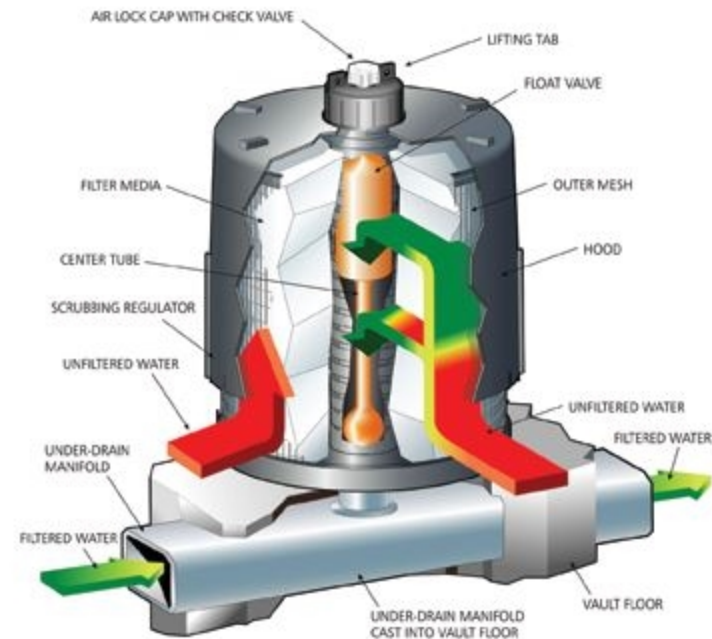
Public Works and Transportation Committee
February 9, 2021

Jeri Cooper, Special Districts, Project Manager

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

1. Approve and authorize the Mayor to execute Agreement A-8282 with Downstream Services, Inc. for an amount not to exceed \$1,500,000 for a three-year term ending March 1, 2024 for storm vault scheduled maintenance and on-call services for Community Facilities Districts (CFD) including Westport CFD 2, Seabridge CFD 4, and Riverpark CFD 5;
2. Authorize the City Manager to approve a budget appropriation of \$85,000 for Westport CFD 2 Fund 175 from available fund balance; and
3. Authorize the City Manager to approve a budget appropriation of \$185,000 for Seabridge CFD 4 Fund 173 from available fund balance..

- Special Districts Division manages Community Facilities Districts (CFD) in the communities of Riverpark, Seabridge and Westport
- CFDs were created to ensure maintenance of City property in these Districts in perpetuity
- Part of the maintenance responsibility is the replacement and maintenance of storm vault filtration systems which include cartridge-style filters for the filtration of stormwater runoff
- Prior to this contract, the City's Stormwater Division provided maintenance
- This will ensure MS4 Compliance



- Storm vault maintenance and on-call services include initial and annual maintenance, on-going maintenance and repair of vault components, along with traffic control and permits as required
 - Initial inspection and maintenance will be made within the first 120 days of the contract which includes the replacement of 3,000 filter cartridges in Riverpark, Seabridge and Westport
 - Contractor will be required to photograph and enter information on replacements and repairs in the City's Arc GIS system to document maintenance
 - Notice Inviting Bid was released on August 6, 2020. Only one (1) bid was received and rejected as non-responsive
 - Notice Inviting Rebid was released on October 22,2020
-

- Bids were due on December 21, 2020
- Two (2) bids were received
 - American Integrated Services, Inc.
\$940,434
 - Downstream Services, Inc.
\$1,145,050
- Bid submitted by American Integrated Services, Inc. was determined to be materially non-responsive due to a calculation error
- The lowest responsive bidder is Downstream Services, Inc.



- Total cost for this agreement with Downstream Services, Inc. is \$1,500,000 for the term of three (3) years
- Spending plan in Fiscal Year 2020-21 is \$770,000

- A budget appropriation from fund balance will be required from Westport CFD 2 and Seabridge CFD 4
- There is no impact to the General Fund

District Name	Account Number	FY 2020-2021 Spending Plan	FY 2020-21 Appropriation Amount	Projected Year End Fund Balance
Westport CFD 2 (Fund 175)	175-1606-805-8209	\$85,000	\$85,000	\$1,113,774
Seabridge CFD 4 (Fund 173)	173-1606-805-8209	\$185,000	\$185,000	\$2,915,887
Riverpark CFD 5 (Fund 174)	174-1606-805-8209	\$500,000	\$0	\$1,497,599
Total		\$770,000	\$270,000	N/A



QUESTIONS



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: February 9, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Purchase Order to King Lee Chemical Company for Clean-in-Place Chemicals for the Reverse Osmosis Desalter Facility. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Order #7961 with King Lee Chemical Company in the amount not to exceed \$118,734.45 for a three-year term ending February 28, 2023 for clean-in-place chemicals for the Reverse Osmosis Desalter Facility.

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

BACKGROUND

The Water Division is responsible for the transmission and distribution of potable water to City customers. The City water system includes: 10 water wells, six (6) turnouts, one (1) desalter facility, six (6) blending stations, and over 500 miles of transmission and distribution pipelines.

Reverse osmosis is a water purification process that uses a partially permeable membrane to separate ions, unwanted molecules and larger particles from drinking water. This process is used at the City's Reverse Osmosis Desalter Facility on groundwater that is pumped from wells. There are 1,449 total membranes used to filter the water and over time scales and foulants begin to form over the membranes resulting in reduced performance and potential failure. The clean-in-place chemicals consisting of a low pH, high pH, and Gypsum clean the surface and the pores of the membranes. Cleaning the membranes at least once a year is crucial to ensure high water quality and extending the longest life possible for the membranes.

DISCUSSION

On October 7, 2020, the Public Works Department issued a Request for Bid (RFB PW 21-25) for clean-in-place chemicals necessary to clean the membranes at the Reverse Osmosis Desalter Facility. A total of two (2) bids were received: King Lee Chemical Company (King Lee) and Amaya Chemicals (Amaya). The Amaya bid was non-responsive since this firm was not able to prove their product was comparable to the "or equal" standard. King Lee is the only bidder that is able to provide the correct chemicals for our membranes. Thus, staff recommends that the City Council award the purchase order for these services to King Lee. Staff has

confirmed that King Lee meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

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

The cost for this three-year purchase order with King Lee Chemical Company is \$118,734.45, with a spending plan of \$39,578.15 in Fiscal Year 2020-21. This cost will be funded with available appropriations from the Water Operating Fund 601 (account 601-6001-843-8106). The remaining contract balance will be requested in the respective budgets of subsequent fiscal years.

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. PO 7961 King Lee Chemical Company
2. Presentation



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007961**

DATE: 1/13/2021

VENDOR PHONE: (858)693-4062
VENDOR FAX: (858)693-4917
VENDOR #: 10974
VENDOR ADDRESS: KING LEE CHEMICAL COMPANY **SHIP TO:** WATER DIVISION
P.O BOX 146 251 S. HAYES AVENUE
DEL MAR, CA 92014 OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
02/28/2023		0000005234	12/15/2020		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		60160018438106		ERIC HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	CLEAN IN PLACE CHEMICALS FOR RO MEMBRANES				
	39,578.15 /			1.0000	39,578.15
	DL				

PO for chemical purchase for water treatment facility
In response to RFB PW 21-25
Delivery via supplier owned vehicles
NTE \$118,734.45
BUSINESS NEEDS TO APPLY FOR BTC SINCE THEY ARE
DELIVERING THE PRODUCTS TO THE CITY. I WAS UNABLE
TO LOCATE A BTC FOR THEM IN OUR SYSTEM*PW
21 00095340 EXP 12/31/20*AM
NSS 20-111 EXP 02/28/23

TOTAL PURCHASE AMOUNT	\$39,578.15
------------------------------	--------------------

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007961**

DATE: 1/13/2021

VENDOR PHONE: (858)693-4062

VENDOR FAX: (858)693-4917

VENDOR #: 10974

VENDOR ADDRESS: KING LEE CHEMICAL COMPANY
P.O BOX 146
DEL MAR, CA 92014

SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

*Our P.O. # **MUST** Appear on **ALL** Invoices, Packages and Correspondence*

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
02/28/2023		0000005234	12/15/2020		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		60160018438106		ERIC HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

John C. Zaragoza,
Mayor

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
 - ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

Purchase Order to King Lee Technologies for Clean-In-Place Chemicals for the Reverse Osmosis Desalter Facility

Public Works and Transportation Committee
February 9, 2021

Omar Castro
Water Division Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Order #7961 with King Lee Chemical Company in the amount not to exceed \$118,734.45 for a three-year term ending February 28, 2023 for clean-in-place chemicals for the Reverse Osmosis Desalter Facility.

- Water Division delivers approximately 21 million gallons of safe and reliable potable water per day to the residents of Oxnard
- City's water system: 10 wells, six (6) turnouts, six (6) blending stations, one (1) Reverse Osmosis Desalter Facility
- The Reverse Osmosis Desalter Facility utilizes 1,449 membranes
- Over time, scales and foulants form over the membranes impacting performance and could lead to potential failure
- Low pH, High pH, and Gypsum clean the surface and pores of the membranes, providing maximum efficiency and life of the membranes

- October 7, 2020: Request for Bid PW 21-25 was issued for clean-in-place chemicals
- Two (2) bids were received: King Lee Chemical Company (King Lee) and Amaya Chemicals (Amaya)
- Amaya was non-responsive as a result of failing to prove that their chemicals achieve the “or equal” standard
- King Lee is the sole bidder that is able to provide the correct chemicals needed for our membranes
- King Lee has provided the City with clean-in-place chemicals in prior years



Reverse Osmosis Train



Membrane with scales

- Total cost for three-year purchase order with King Lee is \$118,734.45 with a spending plan of \$39,578.15 in Fiscal Year 2020-21
- Spending plan for FY 2020-21 is \$39,578.15 and will be funded with existing appropriations from the Water Operating Fund 601
- Remaining contract balance will be requested in subsequent fiscal years



QUESTIONS



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.3**

DATE: February 9, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Purchase of Heavy Equipment for Wastewater Division. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Orders with:

1. Nixon-Egli in the amount of \$232,001.13 for a new Crane Truck;
2. Velocity Truck Centers in the amount of \$219,914.81 for a new Rolloff Truck;
3. Quinn Company in the amount of \$266,274.81 for a new Excavator;
4. Quinn Company in the amount of \$146,894.52 for a new Backhoe; and
5. Quinn Company in the amount of \$35,910.92 for a new Forklift.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/y1Y_CkylXhw

BACKGROUND

The Oxnard Wastewater Treatment Plant (OWTP) is in need of upgrading its aged heavy equipment and rolling stock. Purchase of this new equipment will ensure safety; increase efficiency and reliability; and decrease the need for outside contractors and rental services.

The equipment will be procured using various Sourcewell cooperative agreements. As a Sourcewell cooperative member, the City of Oxnard (City) can take advantage of the nationwide competitive bidding process outcomes conducted by the Sourcewell Cooperative.

Cooperative agreement 032119-CAT for heavy construction equipment with related accessories, attachments, and supplies will be used for the purchase of an Excavator, Backhoe, and Forklift. Cooperative agreement 012418-EEC for Aerial Platforms, Crane Trucks and Derrick Diggers will be used for the purchase of a Crane Truck. Cooperative agreement 060920-ATC for class 4-8 chassis with related equipment will be used for the purchase of a Rolloff Truck.

DISCUSSION

The existing Crane Truck, Rolloff Truck, Backhoe and Forklift will be turned over to the Fleet Division where the equipment will be auctioned off to the highest bidder. The new equipment will be serviced and maintained by Wastewater Mechanics who will ensure routine maintenance to the manufacturers recommendations to maximize the useful life of the capital assets. Lead times for the equipment will vary depending on the dealer's inventory and ability to manufacture.

Crane Truck

The Wastewater Division is requesting the replacement of Vehicle 2565 with a new Crane Truck for utilization at the OWTP, lift stations, and stormwater infrastructure throughout the City. Vehicle 2565 is a 1988 International Harvester combination utility bed with a one ton portable crane attached which requires extensive repairs and will no longer pass annual crane safety inspection. Vehicle 2565 has outlived its useful life with repairs becoming cost prohibitive. The new Crane Truck will be used to remove pumps, check valves, pipes, motors, and other sewer related appurtenances. Purchase of this vehicle will also minimize the need for specialty crane rental and allow for quicker response to scheduled and unscheduled repairs. Estimated lead time for the Crane Truck is 7-8 months upon order.

Rolloff Truck

The Wastewater Division is requesting the replacement of vehicle 3293, a 1998 Volvo with an Autocar ACX64 model Rolloff Truck. Vehicle 3293 is utilized at the OWTP to move large containers of process screenings from the Headworks area. The vehicle then delivers the box to an area where it is elevated and de-watered for disposal. Vehicle 3293 is also utilized during snail removal activities, relocation of various large trash containers, green waste containers, and other material handling activities throughout the treatment plant. Vehicle 3293 has over 368,000 miles, and is in need of extensive repairs, which have become cost prohibitive. Estimated lead time for the Rolloff Truck is five (5) months from the time of order.

Excavator

The Wastewater Division is requesting the purchase of a Caterpillar Model 320 Excavator to increase in house capabilities and offset the cost of contractors and rental equipment.

The Wastewater Division operates and maintains the OWTP, and 405 miles of wastewater collection system. During an underground failure at the OWTP or within the wastewater collection system, it becomes necessary to excavate and expose the source of the failed process piping and equipment. Purchase of an excavator will offset the cost of renting or utilizing contractors for excavation and repair of wastewater infrastructure. Collection system activities include excavation and repair of sewer failures.

The Wastewater Division also maintains 375 miles of storm water conveyance system including concrete channels, earthen ditches, storm drain inlets, and other related drainage facilities. During the wet weather season, the Wastewater Division removes sand along discharge points in the Oxnard Shores neighborhood to minimize flooding along Mandalay Beach Road. After a storm event, staff is then responsible to close these drains to prevent flooding caused by tidal influence. Estimated lead time for the Excavator is six (6) months from the time of order, but may vary depending on availability.

Backhoe

The Wastewater Division is requesting the replacement of vehicle 3472, a 2001 John Deere Backhoe with a

Caterpillar Model 420 Backhoe Loader. As a result of age and significant damage caused by salt water inundation and sand contamination to the hydraulic system, Vehicle 3472 is damaged beyond repair, and will no longer operate safely.

The Backhoe will be utilized at the Wastewater Treatment Plant to clear debris, greenwaste, refuse, and perform minor repairs, small excavation of damaged infrastructure, and for snail removal in the activated sludge system as part of routine plant maintenance. Estimated lead time for the Backhoe is six (6) months from the time of order, but may vary depending on availability.

Forklift

The Wastewater Division is requesting the replacement of vehicle 2894, a 1991 forklift, with a Caterpillar Model GP30N5 forklift. Vehicle 2894's hydraulic lift system and power steering component have failed, causing the forklift to become inoperable. Furthermore, this vehicle has outlived its useful life and cost of repairs far exceed the value of the forklift. The replacement forklift will be utilized to move small pumps, motors, treatment plant equipment, chemical pallets, as well as load and unload deliveries. Estimated lead time for the Forklift is five (5) months from the time of order, but may vary depending on availability.

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

The total cost for these items shall not exceed \$900,996.19. As a result of varying lead times, availability and a planned tax increase, any equipment delivered before April 1, 2021 will be taxed at a rate of 7.75%. Any equipment delivered after April 1, 2021 will be taxed at a rate of 9.25%.

At the current tax rate of 7.75%, the total cost for these one-time purchase orders is \$888,804.35. At the new tax rate of 9.25% in April, the total cost for these one-time purchase orders is \$900,996.19. There are sufficient funds allocated in Wastewater operating funds 611 and 621 in the Fiscal Year 2020-21 Budget. Any remaining costs will be budgeted appropriately in Fiscal Year 2021-22.

Vehicle	Vendor	Account	Cost @ 7.75% tax	Cost @ 9.25% tax
Crane Truck	Nixon-Egli	621-6205-891-8606	\$228,994.25	\$232,001.13
Rolloff Truck	Velocity Truck Centers	621-6202-891-8606	\$216,895.62	\$219,914.81
Excavator	Quinn CAT	611-6103-891-8606	\$262,618.86	\$266,274.81
Backhoe	Quinn CAT	621-6205-891-8606	\$144,877.66	\$146,894.52
Forklift	Quinn CAT	621-6202-891-8606	\$35,417.96	\$35,910.92
Total			\$888,804.35	\$900,996.19

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Nixon-Egli Crane Truck Quote
2. Velocity Roll Off Truck Quote
3. Quinn Excavator
4. Quinn Backhoe Quote
5. Quinn Forklift Quote
6. Presentation

-
- SO. CALIFORNIA: 2044 South Vineyard Avenue, Ontario, CA 91761 • (909) 930-1822 • FAX (909) 923-2356
□ NO. CALIFORNIA: 800 East Grant Line Road, Tracy, CA 95376 • (209) 830-8600 • FAX (209) 830-8884

January 6, 2021

City of Oxnard
6001 Perkins Road
Oxnard, CA 93033



Attn: Mr. Luis Ortega

Sourcewell Contract #012418-EEC
Nixon Quote# 100086 R2

Dear Luis:

We are pleased to provide you a quotation on a new **Elliott 1870F** equipped as follows:

Standard Equipment:

- Front mount subframe for a 20' bed.
- A 27' retracted to 70' extended 3-section proportional boom.
- Sheave head shall be equipped with three sheaves.
- Winch features a burst of speed 12,800 lb. bare drum pull with 275' of 9'16" diameter 6x37 EIPS wire rope and a 9,600 lb. single line pull.
- Internal boom hard-wired anti-two-block and Load Moment Indicator (LMI) hydraulic overload protection system.
- 372 degree non-continuous rotation. Hydraulic system includes 3-section gear pump (counterclockwise rotation), 70 gallon oil reservoir with sight and temperature gauge, 10 micron return line filter, and single gate valve on suction line.
- Dual operator control console and platforms with engine start/stop switch, independently controlled outrigger and stabilizer levers, bubble level gauge, signal horn, variable speed foot throttle, lifting capacity chart, range diagram chart, boom angle indicator, system pressure gauge (roadside), cup holder, and 12V power outlet.
- "A" frame link type outriggers at crane pedestal with 20'10" spread.
- "A" frame type rear stabilizers behind rear axle with 10'4" spread.
- Horizontal, removable type boom rest at end of subframe.
- Downhaul weight with hook. Maximum tip height of 80' and a maximum lifting capacity of 18 US tons at a 5' radius.
- 180 degree stability. Unit certified to ANSI B30.5 for Mobile Cranes.

Bed Options:

- 20' Wood Bed with LED Lights (1,800 lbs.)

Outrigger/Stabilizer Options:

- Front Bumper Stabilizer for 360 Degree Area of Operation. (Includes Additional Control Valve)
- Mounting Charge for Front Bumper Stabilizer. (For Ext Front Frame Rails Only)

Lifting Options:

- 15-Ton Single Sheave Hook Block For 2/3 Parts of Line. (240 lbs.)

PTO Options:

- Hot Shift PTO For Automatic Transmission
- Clockwise Rotation Pump (Required for Automatic Transmission)

Additional Options:

- Fold Down Bed Access Ladder With Grab Handles
- Vertical Holder On Bed For 2/3 Part Line Hook Block

Paint Options:

- Paint Crane Pedestal, Turret, Boom, and Control Console White. Subbase, Bed, Rear Stabilizers, and Hydraulic Reservoir to Be Black. Main Outriggers, Operator Platform and Boom Rest to Be Red.

Mounting Options:

- Mounting charge for standard unit on unobstructed truck frame. Includes rear bumper, hydraulic fluid, electronic throttle interface, mud flaps, backup alarm, safety triangle kit, final stability test. **(If unit ordered unmounted, requirement of RH Rotation Pump for Automatic Transmission must be indicated with order)**

Chassis:

- "2022 Freightliner M2 106, 280 hp Cummins B6.7 diesel engine (660 lb/ft), 234" WB, 168" C.A., 120" AF, Allison 3500 RDS automatic transmission, 33,000 GVWR, 13,000 lb front axle, 20,000 lb rear axle, 11R22.5 front and rear tires, air brakes, 50 gallon alum fuel tank (LH), AM/FM radio, cruise control, 8" bolt on front frame ext., power windows, power locks, tilt steering, air conditioning, air ride driver seat, two-man pass. bench seat. Color: White 1-year tow warranty.

Standard List Price:	\$140,643.00
10% Sourcewell Discount:	-\$14,064.30
Chassis:	\$73,880.00
Total Unit Price:	\$200,458.70
Sales Tax 7.75% (Ventura):	\$15,535.55
Price w/Tax:	\$215,994.25
PDI:	\$1,000.00
Start-Up:	\$1,500.00
DMV:	\$400.00
Inbound Freight:	\$9,000.00
Outbound Freight:	\$1,100.00
Total Package Price:	\$228,994.25

Inbound Freight: From Elliott Equipment Company (Omaha, NE) to Nixon Egli Equipment Company (Ontario, CA)

Outbound Freight: From Nixon Egli Equipment Company (Ontario, CA) to the City of Oxnard (Oxnard, CA)

Freight will be via Dedicated Truck Route

Lead Time is 210-240 Days ARO

The above price is subject to applicable taxes and registration fees. This quote is valid for 30 days.

Thank you for the opportunity to quote on your equipment needs. If you have any further questions, please feel free to contact me.

Sincerely,
NIXON-EGLI EQUIPMENT CO.

Richard Caffey
Municipal Area Manager



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

2501 Camino Del Sol, Oxnard CA 93030

www.VelocityTruckCenters.com

Buyers Order

Deal#: DE-74047

Opp#: 2020-122414

Date: 09/10/2020

Contact: Ron Creighton - Mobile: 562/755-6108 - Email: RCreighton@vvgtruck.com

Bill To: 105164

CITY OF OXNARD
300 WEST THIRD STREET
OXNARD CA 93030 County: Ventura
Phone: (805) 247-8920 FAX: (805) 385-8053
joseph.rodriquez@oxnard.org

Ship To:

Unit#: On Order Stock#:	New 2021 AUTOCAR ACX64	Price:	\$159,302.00
VIN: FACTORY ORDER	GVW: 66000	Color: WHITE	
(2) AMBER SAFETY LAMPS MOUNTED ON EACH SIDE OF CAB			\$2,167.00
AMEREX FIRE SUPPRESSION SYSTEM			\$4,995.00
AMREP ROLL-OFF MODEL AMRO-H-16 PER PROPOSAL NO. 18829.3			\$27,555.00
PROVISION SINGLE CAMERA SYSTEM W/ MONITOR INSTALLED			\$1,925.00
VULCAN ON BOARD SCALE SYSTEM			<u>\$5,250.00</u>
To Be Delivered On or About: 2/12/2021		Unit Price:	\$201,194.00

Sub Total	\$201,194.00
Doc Fee	\$85.00
CA Tire Recycle Fee	\$17.50
Sales Tax (7.750%)	<u>\$15,599.12</u>
Total Vehicle Sale Price	<u>\$216,895.62</u>
Net Total	\$216,895.62

Lienholder: None

AUTOCAR SOURCEWELL CONTRACT NO. 081716-ATC
WASTE WATER DIVISION

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)

Ron Creighton

(Salesperson Name)

X

(Purchaser's Signature)

(Approved By)

Date

Date

1. **TRADE-IN(S).** Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.

2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.

4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other taxes applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.

5. **DELIVERY.** All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.

6. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchaser's request for an additional fee.

8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

9. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

10. **IMPORT TARIFFS:** Purchaser acknowledges that any import tariffs imposed by the government are the sole responsibility of the Purchaser and will result in an increase in the Seller's price equal to the amount of the obligatory tariff.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company
Authorized to approve capital purchases.)

X _____
(Signature)



Quote 138732-01

January 19, 2021

CITY OF OXNARD WASTE WATER TREATMENT PLANT
ATTN ACCOUNTS PAYABLE
6001 PERKINS RD
OXNARD
California
93033-9047

Attention: Ray Trevino

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR INC. Model: 320 Excavator

SOURCEWELL CONTRACT #032119 - CAT

We wish to thank you for the opportunity of quoting on your equipment needs. **This quotation is valid for 60 days**, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey
Machine Sales Representative

CATERPILLAR INC. Model: 320 Excavator**STANDARD EQUIPMENT**

POWERTRAIN - C4.4e twin turbo Tier 4 Final diesel - engine - Electric fuel priming pump - Reversible electric cooling fans - Two-stage fuel filtration system with - water separator and indicator - Sealed double element air filter with - integrated pre-cleaner - Biodiesel capable (up to B20)

UNDERCARRIAGE - Grease lubricated track link - Tie down points on base frame - (ISO 15818 compliant)

HYDRAULICS - Electronic main control valve - Auto warm up - Tandem type electronic main pump - Boom and stick regeneration circuits - Automatic two speed travel - Boom and stick drift reduction valve - Element type main hydraulic filter

ELECTRICAL - Maintenance free battery - Centralized electrical disconnect switch - CAT product link - After engine shut down programmable - time delay LED working - lights: - One chassis mounted, one LH boom mounted

OPERATOR ENVIRONMENT - Sound suppressed ROPS cab (ISO 12117-2 - compliant) with viscous mount - Increased rear window size - as emergency exit - Openable tempered front upper windshield - w/assist device and removable tempered - lower windshield with in cab storage - bracket - 2 inch (51mm) orange seat belt - Upper radial wiper for 70/30 - Automatic bi-level air conditioner - with pressurized function - Washable floor mat - Beacon ready - 2 x 12V DC outlet and USB port - Dome and lower LED interior lights, - coat hook, cup holder, console storage - rear storage with net, and overhead - storage with net - (Comfort cab) - for Japan - Mechanical suspension comfort seat - w/ headrest, console height adjustment - w/ tools, arm rest angle adjustment - Fixed left side console - Openable steel hatch - (Deluxe cab) - Air suspension deluxe seat w/ headrest - w/ 2 step seat heater, console height - adjustment w/o tools, arm rest height - and angle adjustment - Tilt up left side console - Openable polycarbonate hatch for 2P - windshield

SAFETY AND SECURITY - RH hand rail and hand hold - (ISO 2867 compliant) - Service platform with anti-skid plate - and countersunk bolts - Hydraulic lock out lever neutralizes - all controls - Ground level accessible secondary engine - shutoff switch in cab - Signaling / warning horn

OTHER STANDARD EQUIPMENT - Side entry to service platform - Grouped location for engine oil - and fuel filters - Ground level 2nd dipstick for engine oil - Sampling ports for scheduled oil - Sampling (S.O.S) - Remote flash

MACHINE SPECIFICATIONS**Description****Reference No**

320 07C HEX AM-N DCA1M

596-4773

LANE 2 - AVAILABLE FROM AKASHI FACTORY USING PRIORITY CODE L2

LANE 3 - AVAILABLE FROM AKASHI FACTORY USING PRIORITY CODE L2

LANE2/3 is not available to Quebec with ANSI

4.2T (9,260lb) Counterweight, Reach Boom, 2.9M (9'6") Reach Stick

790MM (31") TG Track Shoe, Deluxe Cab, 10" Monitor, Cat Grade with 2D,

Advance Tool Control, Quick Coupler Circuit (Cat Pin Grabber)

INCLUDES:

490-7664 320 07 HEX

578-6723 COMMON ARRANGEMENT

507-4794 FRAME, SWING, SEMI HD

575-2658 COUNTERWEIGHT, 4.2MT(9,260lb)

577-2733 BEARING, SWING, STD

573-5696 UNDERCARRIAGE STD, W/HD ROLLER

577-5863 BOOM, REACH 5.7M(18'8")

577-5863

490-7673 STICK, R2.9M (9'6")

490-7673

492-8537 LINKAGE, BKT, B1 W/EYE GRADE

492-8537

494-4985 CYLINDER, BOOM

586-3636 CYLINDER, STICK

586-3636

490-4179 CYLINDER, BKT, B1

490-4179

516-9880 GRADE SENSOR, REACH BOOM

516-9880

516-9883 GRADE SENSOR, R2.9M(9'8")/2.95(9'8") STICK

516-9883

513-3210 BOOM TUBE W/EOU

489-2950 LINES, FRONT, STD

513-3214 SENSOR, PRESSURE, EOU

579-5429 HYDRAULIC PKG, COMB ADV

579-5429

JOYSTICKS, SLIDER

VALVE, HYDRAULIC, TCS, HL

LINES, MAKE UP, TCS

RETURN PIPE, TCS/TCS MP

CIRCUIT, COMBINED, ADV

517-4758 CONTROL, QC

517-4758

578-9186 LINES, HP, REACH BOOM

578-9186

570-4691 LINES, QC, REACH BOOM

570-4691

356-8117 LINES, HP, R2.9M(9'8") STICK

356-8117

Description	Reference No
242-6490 LINES, QC, R2.9M(9'8") STICK	242-6490
546-0101 CAB, DELUXE	
577-7865 LINES, AIR CONDITIONER	
484-8021 WIPER, RADIAL W/O LOWER	484-8021
511-9428 MONITOR, 10"	511-9428
502-7166 RADIO, W/BLUETOOTH	502-7166
490-7715 PEDAL, STRAIGHT TRAVEL	
524-8272 RECEIVER, BLUETOOTH	
521-3306 TRACK, 790MM (31") TG	521-3306
561-1743 SWING DRIVE	
578-1166 CAMERA, 360 VISIBILITY	578-1166
327-6552 MIRROR, CAB, W/O GUARD	327-6552
516-2545 ALARM, TRAVEL	516-2545
508-9617 HANDHOLDS, RAD COMPARTMENT	508-9617
488-6816 MACHINE ECM	
490-4847 COOLING, HIGH AMBIENT	
506-5013 BATTERIES, 2	506-5013
511-5861 STARTING AID, ETHER	511-5861
490-2683 LIGHTS, CHASSIS	
524-8314 LIGHTS, CAB, W/RAIN PROTECTOR	524-8314
562-5718 LIGHTS PKG, BOOM LH and RH	562-5718
LIGHT, BOOM LH	
LIGHT, BOOM RH	
577-2117 WIRING, PRODUCT LINK ELITE	
577-2119 RADIO MODULE, PL243 CELLUAR	577-2119
555-7286 NETWORK MANAGER, STD	555-7286
516-0550 GRADE W/2D, ASSIST and PAYLOAD	516-0550
526-8766 GUARD, TRACK GUIDE, SEGMENTED	526-8766
576-9411 GUARD, BOTTOM, STD	576-9411
488-9287 GUARD, TRAVEL MOTOR, STD	488-9287
134-8875 GUARD, SWIVEL	134-8875
489-2952 SUCTION LINE, PUMP, STD	489-2952
549-8149 LINES, DRAIN, PG QUICK COUPLER	549-8149
493-9765 FINE SWING	
576-9463 STORAGE TRAY	576-9463
490-7705 QUICK DRAINS READY	490-7705
578-2907 DECALS, EXTERIOR, ANSI	578-2907
573-4351 DECALS, CAB, ANSI	573-4351
567-3816 DECAL, ROPS	567-3816

Description	Reference No
567-3815 DECALS, STICK WARNING, ANSI	567-3815
520-9418 FILM, OPERATING PATTERN, 2WAY	520-9418
528-4738 FILM, EMC	528-4738
COUPLER, PIN GRABBER B1 W/PINS	455-3909
BKT HD 48" 1.56YD3 B	552-8240

Quinn Group

Quote 138732-01

LIST PRICE	\$281,388.00
SOURCEWELL DISCOUNT TO CITY OF OXNARD (15%)	-\$42,208.20
Sub Total	\$239,179.80
Freight	\$2,400
Prep	\$2,150
Sub Total	\$243,729.80
Sales Tax	\$18,889.06
TOTAL INVOICE	\$262,618.86

WARRANTY

Standard Warranty: 12 Months Full Machine

F.O.B/TERMS

Oxnard Earthmoving

Accepted by _____ on _____

Signature



143165-01

January 19, 2021

CITY OF OXNARD FLEET DEPT
ATTN ACCOUNTS PAYABLE
1060 PACIFIC AVE
OXNARD, California 93030-7337

Attention: Mark Moise

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **SMU:**

SOURCEWELL CONTRACT #032119 - CAT

We wish to thank you for the opportunity of quoting on your equipment needs. **This quotation is valid for 60 days**, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey
Machine Sales Representative

One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES -BACKHOE -- 14'4" Center pivot backhoe -4.3 Meters -- Boom and swing transport locks -- Pilot operated backhoe and -electro hydraulic stabilizer controls -- Street type stabilizer shoes -- Anti-drift hydraulics (boom, stick, -and E-stick) -- Cat Cushion Swing(tm) system -LOADER -- Single Tilt Loader -- Lift cylinder brace -- Self-leveling loader with single -lever control -- Return-to-dig -(automatic bucket positioner) -- Transmission neutralizer switch -- Bucket level indicator -

POWERTRAIN -- Water separator -- Thermal starting aid system -- Dry type axial seal air cleaner with -integral precleaner -- Automatic dust ejection system -- Filter condition indicator -- Hydraulically boosted multi-plate -wet disk brake with dual pedals & -interlock -- Differential lock -- Torque converter -- Transmission-four speed manual shift -- Neutral safety switch -- Spin-on filters for -Fuel -Engine oil -Transmission oil -- Outboard Planetary Rear Axles -- Diesel particulate filter -- Hydrostatic power steering

HYDRAULICS -- Pilot hoe and mechanical loader -controls -- Load sensing, variable flow system -with 43 gpm (162 L/min) axial piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Pilot control shutoff switch -- Flow-sharing hydraulic valves -- Hydraulic suction strainer -

ELECTRICAL -- 12 volt electrical start -- Horn, front and rear -- Backup alarm -- Hazard flashers/turn signals -- Halogen head lights (2) -- Halogen rear flood lights (2) -- Stop and tail lights -- Audible system fault alarm -- Key start/stop system -- 850 CCA maintenance free battery -- Battery disconnect switch -- External Power Receptacle (12v) -- Diagnostic ports for engine and -machine Electronic Control Modules

OPERATOR ENVIRONMENT -- Interior rearview mirror -- ROPS canopy, Rear Fenders -- 2-inch (50mm) retractable seat belt -- Tilt steering column -- Steering knob -- Hand and foot throttle -- Automatic Engine Speed Control -- One Touch Low Idle -- Floor mat and Coat Strap -- Lockable storage area -- Air suspension seat -

FLUIDS -- Antifreeze - Extended Life Coolant --20F (-30C)

OTHER STANDARD EQUIPMENT -- Standard Storage Box -- Transport tie-down points -- Ground line fill fuel tank with -42.3 gal (160L) capacity & 5 gal (19L) -diesel exhaust fluid -- Rubber impact strips on radiator -guard -- CD-ROM Parts Manual -- Safety Manual -- Operations and Maintenance Manual -- Lockable hood -- Tire Valve Stem Protection

MACHINE SPECIFICATIONS

420 07A BACKHOE LOADER CFG2	542-7992	\$169,047.31
HRC MACHINE		
LANE 3 - AVAILABLE FROM LEICESTER FACTORY		
ONLY FOR USE WITH: AM-N and PUERTO RICO		
RIDE CONTROL	551-6453	\$0.00
COUPLING,QD,THREADED WITH CAPS	456-3390	\$0.00
THUMB, HYDRAULIC, NO TINE, BHL	282-5409	\$0.00
THUMB, TINE, A 3	221-4283	\$0.00
LINES, COMBINED AUX, E-STICK	548-1231	\$0.00
DISPLAY, SECURITY, ENABLED	573-0397	\$0.00
AUTO-UP STABILIZERS	567-5090	\$0.00
GUARD, STABILIZER	353-1389	\$0.00
MIRRORS, EXTERNAL, BOTH SIDES	382-2499	\$0.00
LINES,HYD CPLR 14FT EXT PILOT	555-2396	\$0.00
PACK, DOMESTIC TRUCK	0P-0210	\$0.00
SHIPPING/STORAGE PROTECTION	461-6839	\$0.00
RUST PREVENTATIVE APPLICATOR	462-1033	\$0.00
CUTTING EDGE, TWO PIECE	9R-5321	\$0.00
INSTRUCTIONS, ANSI	559-0872	\$0.00
SEAT BELT, 3" SUSPENSION	206-1748	\$0.00
STABILIZER PADS, FLIP-OVER	9R-6007	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
LANE 2 ORDER	0P-9002	\$0.00
STICK, EXTENDABLE, 14FT	543-4284	\$0.00
PT, 4WD/2WS AUTOSHIFT	544-0930	\$0.00
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540	\$0.00
HYDRAULICS, MP, 6FCN/8BNK, ST	542-7774	\$0.00
CAB, DELUXE	544-0883	\$0.00
DISPLAY, STANDARD	545-5047	\$0.00
WORKLIGHTS (8) HALOGEN LAMPS	491-6734	\$0.00
SEAT, DELUXE FABRIC, HEATED	573-4525	\$0.00
AIR CONDITIONER, T4F	542-7810	\$0.00
PRODUCT LINK, CELLULAR, PLE643	560-6797	\$0.00
TIRES, 340 80R18/500 70R24, MX	533-0479	\$0.00
COUNTERWEIGHT, 530 LBS	337-9695	\$0.00
LOADER BUCKET PINS	545-8548	\$0.00
BUCKET-MP, 1.4 YD3, PO	337-7442	\$0.00
COUPLER, PG, HYD.D.LOCK,BHL	485-5303	\$0.00
BATTERY, HEAVY DUTY	516-5913	\$0.00
BUCKET-HD, 12", 2.8 FT3	219-3411	\$0.00
BUCKET-HD, 36", 10.3 FT3	219-3389	\$0.00
BEACON, MAGNETIC MOUNT, STROBE	433-0154	\$0.00

WARRANTY & COVERAGE

Standard Warranty:	12 Months Full Machine
Extended Coverage:	36 MO/1500 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)
CSA	36 Months / 1500 Hours Parts Only

LIST PRICE	\$169,047.31
EXT WARRANTY	Included
CSA	Included
SOURCEWELL DISCOUNT (22%)	-\$37,190.08
MACHINE PREP	\$1,850.00
MACHINE DELIVERY	\$750.00
NET BALANCE DUE	\$134,457.23
SALES TAX (7.75%)	\$10,420.44
AFTER TAX BALANCE	\$144,877.66

OPTIONAL CSA FULL SERVICE AGREEMENT:

3 Years – 1500 Hours with Travel Time and Mileage	\$7,860.00
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F.O.B/TERMS:
Oxnard Machine

Accepted by _____ on _____

Signature

QUOTATION

QUINN LIFT

801 Del Norte Blvd.
Oxnard, CA 93030

PREPARED FOR

Customer: City of Oxnard - Waste Water Treatment
Address: 6001 Perkins RD
Oxnard, CA 93033-9047

REFERENCE

Effective From: Tuesday, January 19, 2021
Effective To: Wednesday, March 31, 2021
Quote #: 498979 Rev#5
Account Manager: Brett Baisden
Direct Phone: 406-396-5222
E-mail: brett.baisden@quinnlift.com

Quinn Lift, Inc. Key Advantages

Let us take care of the forklifts in your business, so you can concentrate on achieving your goals in your operation. We can deliver a full portfolio of products and services to help you because -

1. We can minimize your down time with 5 large parts warehouses supporting our dealership network, focused on next day delivery direct to our customers.
2. We focus on increasing productivity for every customer – with an extensive product range available from one company; we can provide you the best truck to meet your goals.
3. We have a strong focus on operator protection and product damage limitation, built right into the design of the trucks.



GP30N5 - 6,000 lb. Capacity LP Pneumatic Tire Lift Truck

HIGHLIGHTS

Uncompromising Performance

- Powerful GK25 4 Cylinder Engine
 - Maximum Torque 129 ft-lb @ 1600 rpm
 - Maximum Horsepower 61 Hp @ 2700 rpm
 - Throttle by Wire Accelerator (no cable)
 - High Efficiency Aluminum Cylinder Heads
 - Individual High Energy Ignition Coils (no distributor)
 - Low vibration Dynamically Balanced
- Engine Protection System (EPS)
- Fuel saver mode reducing fuel consumption up to 14%
- Cyclone Air Filter
- High efficiency Aluminum Core Radiator
- Robust Powershift Automatic Transmission 1F/1R
- Transmission Oil Cooler
- Hydrostatic Power Steering
- Elevated Air Intake
- Maintenance Free Battery
- Premium long lasting Trelleborg Tires
- 500 Hour Service Intervals

Superior Operator Comfort

- Premium Full Suspension Grammer Seat
- Tilt Steering Column with Memory function
- Isolated (Rubber mounted) Key Components to reduce vibration
- Rubber floor mat





GP30N5 - 6,000 lb. Capacity LP Pneumatic Tire Lift Truck

- Insulated Engine cover
- Convenience tray with clipboard holder
- Separate Brake and Inching Pedals
- Elongated Grab handle Bar
- Open Step with Anti Slip Plate
- Electronic Direction Control
- Premium tires with 3 layers construction for an extra comfortable ride

Added Operator Protection and Awareness

- LED work lights
- Premium LCD/LED Display
- Presence Detection System (PDS)
- Dual Action Parking Brake Handle
- Ground speed control
- Password lock
- Anti-Restart Ignition Key Switch
- Transmission Return to Neutral for Start

KEY FEATURES & BENEFITS

EXCEPTIONAL PERFORMANCE	After years of expertise and leadership in material handling solutions, Cat® lift trucks engineered a game changing powertrain for exceptional performance in the toughest material handling conditions. The GK engine family is the industry's most powerful and respected industrial engine family in its class. The engines delivers outstanding performance while maintaining the highest standards of durability and reliability. With a proven track record for quality and dependability, the rugged PowerShift transmission delivers a remarkable performance optimizing engine power and response.
OPERATOR COMFORT	A forklift's productivity is not only measured by a strong powertrain, but also by its operator comfort and efficiency. This is why Cat® lift trucks designed an ergonomic operator compartment optimizing comfort, visibility and productivity for long and demanding shifts.
PRESENCE DETECTION SYSTEM	The Patented PDS system, standard on all Cat® lift trucks helps ensure that the operator is following the correct operating procedures. Once the operator leaves the seat and does not engage the park brake, the PDS will disengage the transmission and all hydraulic functions to the mast while activating an audible alarm and a flashing visual warning.
ENGINE PROTECTION SYSTEM	The EPS monitors the Engine Coolant Temperature, Transmission Oil Temperature and Engine Oil Pressure. The system issues a warning and cuts back on engine rpm when parameters go out of range. It also monitors the brake fluid level and warns when the level is too low. The EPS also issues periodic maintenance alerts by displaying them on the screen.
PREMIUM LED/LCD DISPLAY	The standard premium LED/LCD display is connected to the monitoring system alerting the operator if one of the systems is not in check. It includes a Speedometer, Hour Meter, Clock, Travel Direction, Low Fuel Indicator or Fuel Gage, Coolant Temperature, Battery Charging Status, Operator Passcode capability and other systems-related indicators & warnings.

CONFIGURATION

CHASSIS	1	6,000 lb. Capacity LP Pneumatic Tire Lift Truck
MAST	1	186.0" MFH / 85.5" OAL / 37.0" FFH Triplex
RATINGS & STANDARDS	1	EPA Compliant
RATINGS & STANDARDS	1	UL Approved
FORKS	1	1.8" X 4.9" X 48" Hook Type - Pallet
POWERTRAIN	1	GK25 2.5L 4 Cylinder Gas and LPG Engine
POWERTRAIN	1	Single Speed Powershift Transmission
CARRIAGE	1	39.5" Wide ITA Class III Hook Type Carriage
SIDESHIFTER	1	39.5" Wide ITA Class III Hang-On Sideshifter
DRIVE & STEER TIRES	1	Solid Pneumatic Single Drive And Steer Tires
LOAD BACKREST	1	48" High Load Backrest
HYDRAULIC ACTIVATION	1	3-Section Valve



GP30N5 - 6,000 lb. Capacity LP Pneumatic Tire Lift Truck

HYDRAULIC HOSEING OPTIONS	1	Single Function Internal Hoseing - Triplex Mast
TILT CYLINDERS	1	Standard Tilt Cylinders
OVERHEAD GUARD	1	Standard Overhead Guard
PRODUCTIVITY OPTIONS	1	Horizontal Tank Bracket
PRODUCTIVITY OPTIONS	1	Premium LCD/LED Display
PRODUCTIVITY OPTIONS	1	Engine Protection System
PRODUCTIVITY OPTIONS	1	Separate Brake & Inching Pedals
PRODUCTIVITY OPTIONS	1	Ground Speed Control
PRODUCTIVITY OPTIONS	1	Fuel Saver Mode
SPECIAL APPLICATIONS OPTIONS	1	Aluminum Core Corrugated Fin Radiator
SPECIAL APPLICATIONS OPTIONS	1	Presence Detection System
SPECIAL APPLICATIONS OPTIONS	1	Heavy Duty Counterweight Grill
WARNING / LIGHT OPTIONS	1	Two Forward LED Working Lights On OHG
WARNING / LIGHT OPTIONS	1	Electronic Back-up Alarm
WARNING / LIGHT OPTIONS	1	Rear LED Stop/Tail/Back-up Combination Lights
WARNING / LIGHT OPTIONS	1	Amber Strobe Light - Mounted Below OHG
SEAT	1	Full Suspension Vinyl Seat
ACCESSORIES	1	Orange Seat Belt
ACCESSORIES	1	Rubber Floor Mat
ACCESSORIES	1	Operator Convenience Tray With Clipboard Holder
LP TANK	1	Steel LP Tank, Horizontal Fill - 43.5#
LANGUAGE MARKINGS	1	English Language Markings North/South America

GP30N5 INVESTMENT SUMMARY

QTY	DESCRIPTION	LIST PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 6,000 lb. Capacity LP Pneumatic Tire Lift Truck	\$42,965.00	\$42,965.00	
	QUINN DISCOUNT	(\$6,593.00)	(\$6,593.00)	
	NJPA/SOURCEWELL DISCOUNT	(\$3,508.00)	(\$3,508.00)	
	SALES TAX @ 7.75% (BASED OFF \$32864.00)	2,546.96	2,546.96	
	CA TIRE FEE	7.00	7.00	
SPECIFIED INVESTMENT TOTAL:			\$35,417.96	

GP30N5 WARRANTY

GP30N5	Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain
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ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

City of Oxnard - Waste Water Treatment

Quinn Lift, Inc.

Authorized Agent Signature

Authorized Agent Signature

Date Signed

Date Signed

Printed name

Brett Baisden

Printed name

Title/Position

Sales Rep

Title/Position

Customer Purchase Order Number

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

Terms: Net Due Upon Delivery or Finance

All prices quoted subject to applicable taxes, availability, and change without notice.

PURCHASE OF HEAVY EQUIPMENT FOR THE WASTEWATER DIVISION

Public Works and Transportation Committee
February 9, 2021

Jeffrey Miller, Wastewater Infrastructure Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Orders with:

1. Nixon-Egli in the amount of \$232,001.13 for a new Crane Truck;
2. Velocity Truck Centers in the amount of \$219,914.81 for a new Rolloff Truck;
3. Quinn Company in the amount of \$266,274.81 for a new Excavator;
4. Quinn Company in the amount of \$146,894.52 for a new Backhoe; and
5. Quinn Company in the amount of \$35,910.92 for a new Forklift.

- The Wastewater Treatment Plant (OWTP) is in need of upgrading its aged equipment and rolling stock
- Purchase of new equipment will:
 - Ensure safety
 - Increase in-house capabilities
 - Increase efficiency and reliability
 - Decrease the need for outside contractors and rental services

As a Sourcwell member, Oxnard can take advantage of the nationwide competitive bidding process outcomes conducted by the Sourcwell Cooperative

- Agreement 032119-CAT for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies will be used for the purchase of an Excavator, Backhoe, and Forklift
- Agreement 012418-EEC for Aerial Platforms, Crane Trucks, and Derrick Diggers will be used for the purchase of a Crane Truck
- Agreement 060920-ATC for Class 4-8 chassis with related equipment will be used for the purchase of a Rolloff Truck

- Existing Crane Truck, Rolloff Truck, Backhoe, and Forklift will be sent to Fleet Division for auction
- New equipment will be maintained by Wastewater Mechanics
- Lead times vary upon time of order, inventory & ability to manufacture
 - Crane Truck - (7-8) months
 - Excavator - (6) months
 - Rolloff Truck - (5) months
 - Backhoe - (6) months
 - Forklift - (5) months

- Replacement of vehicle 2565, a 1988 International Harvester
 - Requires extensive repairs
 - Outlived its useful life
- The new Crane Truck will be used to remove pumps, check valves, piping, motors, and other sewer related appurtenances
- Purchase of this vehicle will minimize the need for specialty crane rental and allow for quicker response to scheduled and unscheduled repairs



- Replacement of Vehicle 3293, a 1998 Volvo
 - Odometer reading of over 368,000 miles
 - Requires extensive repairs
- To be replaced by an Autocar ACX64 model Rolloff Truck
- Utilized at the OWTP for the following:
 - Carry large containers of process screenings
 - Snail removal activities from activated sludge tanks
 - Relocation of large trash containers and green waste containers



- Addition of a Caterpillar Model 320 Excavator to increase in house capabilities
- Ability to excavate deep sewer related process piping
- Excavator will be used to expose buried stormwater discharge points in the Oxnard Shores Neighborhood and Mandalay Beach Road during wet weather season



- Replacement of Vehicle 3472, a 2001 John Deere Backhoe
 - Failed hydraulic system
 - Damaged beyond repair
 - No longer operates safely
- Replaced by a Caterpillar Model 420 Backhoe Loader to be used for:
 - Debris, greenwaste, and refuse removal
 - Minor repairs
 - Shallow excavation of damaged infrastructure
 - Snail removal in the activated sludge system



- Replacement of Vehicle 2894, a 1991 CAT forklift
 - Failed hydraulic lift system
 - Failed power steering component
- To be replaced by a Caterpillar Model GP30N5 forklift
- Utilized to move and stage
 - Small pumps
 - Motors
 - Treatment plant equipment
 - Chemical pallets
 - Deliveries



- The maximum cost for these one-time purchases, pending final delivery date and effective tax rate, is \$900,996.19
- Costs will be funded using existing appropriations from Wastewater Funds 621 and 611 during FY 2020-21

Vehicle	Vendor	Account	Cost @ 7.75% tax	Cost @ 9.25% tax
Crane Truck	Nixon-Egli	621-6205-891-8606	\$228,994.25	\$232,001.13
Rolloff Truck	Velocity Truck Centers	621-6202-891-8606	\$216,895.62	\$219,914.81
Excavator	Quinn CAT	611-6103-891-8606	\$262,618.86	\$266,274.81
Backhoe	Quinn CAT	621-6205-891-8606	\$144,877.66	\$146,894.52
Forklift	Quinn CAT	621-6202-891-8606	\$35,417.96	\$35,910.92
Total			\$888,804.35	\$900,996.19



QUESTIONS



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.4**

DATE: February 9, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Agreements for Consulting Services for Wastewater and Recycled Water Treatment Process Support. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute agreements for the following wastewater and recycled water treatment process support consultant services:

1. Agreement A-8283 with Dudek in the amount not to exceed \$100,000 for a three-year term ending February 16, 2024;
2. Agreement A-8284 with MV Engineering, LLC, in the amount not to exceed \$125,000 for a three-year term ending February 16, 2024;
3. Agreement A-8285 with GHD, Inc., in the amount not to exceed \$100,000 for a three-year term ending February 16, 2024;
4. Agreement A-8286 with KEH Group, Inc., in the amount not to exceed \$100,000 for a three-year term ending February 16, 2024;
5. Agreement A-8287 with Kennedy/Jenks Consultants, Inc., in the amount not to exceed \$175,000 for a three-year term ending February 16, 2024;
6. Agreement A-8288 with Separation Processes, Inc., in the amount not to exceed \$125,000 for a three-year term ending February 16, 2024; and
7. Agreement A-8289 with Carollo Engineers, Inc., in the amount not to exceed \$175,000 for a three-year term ending February 16, 2024.

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

BACKGROUND

The City of Oxnard Wastewater Treatment Plant (OWTP) is a secondary treatment plant located at 6001 Perkins Road that has a designed capacity of 31.7 million gallons per day. The treatment process consists of preliminary screening, primary treatment, secondary treatment, chlorination, dechlorination, and ocean discharge.

The Advanced Water Purification Facility (AWPF) located at 5700 Perkins Road treats OWTP secondary effluent to produce up to 6.25 million gallons per day of highly purified recycled water. The AWPF utilizes microfiltration,

reverse osmosis, and advanced oxidation treatment to produce a recycled water product that meets the stringent state requirements for aquifer recovery and storage program and irrigation of edible crops.

The OWTP and AWPf require regulatory and technical expertise related to permit compliance and operational issues. Regulatory and operational issues are often time sensitive and require quick responses to ensure overall permit compliance and effective operations. Having on-call agreements will create a mechanism to respond quickly and efficiently to these issues as they arise.

DISCUSSION

On September 17, 2020, the Purchasing Department on behalf of the Wastewater Division, released solicitation PW 21-12 for Consulting Services for Wastewater and Recycled Water treatment process support. Statements of Qualifications (SOQ) were due October 7, 2020 where the City received a total of eight (8) responses.

The Wastewater Division Manager, Wastewater Infrastructure Manager, and Wastewater Operations Manager reviewed and ranked the submitted SOQs based on responsiveness of each bidder with regards to regulatory requirements, wastewater process and recycled water process expertise. MV Engineering, LLC, Carollo Engineers, Inc., and KEH Group, Inc., scored highly in the regulatory requirements portion; Carollo Engineers, Inc., Kennedy/Jenks Consultants, Inc., KEH Group, Inc., and Dudek scored highly on the wastewater process portion; Separation Processes, Inc., Kennedy/Jenks Consultants, Inc., and GHD, Inc. scored highly on the recycled water process portion.

The professional services under these agreements will be composed of task orders for each individual assignment approved by the City and under supervision of the respective Divisions. The task order proposal will identify a concise description of the Scope of Work to be performed by the Consultant, the method by which the Consultant plans on completing the work, and a schedule for completion of the work. It is the Consultant's responsibility, in consultation with the City, to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City. The work does not include planning, design or construction related services. The following list identifies some, but not necessarily all, of the potential assignments at both the OWTP and AWPf.

Regulatory Compliance and Permit Assistance Related to:

- National Pollutant Discharge Elimination System (NPDES)
- Waste Discharge Requirements (WDRs)
- Water Reclamation Requirements (WRRs)
- Ventura County Air Pollution Control District (VCAPCD)
- Ventura County Certified Unified Program Agency (CUPA)

Process Operations and Optimization

- Odor control
- Maintenance improvement plans

- Standard operating procedures
- Hydraulic modeling
- Energy optimization
- Chemical optimization
- Process controls evaluation
- Solids processing and disposal
- Plant optimization analysis
- Evaluation of FOG, septage, porta-potty, and food waste streams

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

The total cost for all agreements for wastewater and recycled water treatment process support consultant services is \$900,000 through February 16, 2024. Individual assignments will be issued as task orders and be based on specific scopes of work and proposals submitted. The estimated spending plan is \$150,000 for FY 2020-21. Costs will be funded using existing appropriations from Wastewater Operating Fund 621 (account 621-6202-842-8209) and Recycled Water Operating Fund 601 (account 601-6012-842-8209). Estimated costs will be budgeted in subsequent fiscal years. The Water and Wastewater Divisions will ensure sufficient funding for each task order prior to initiating the work.

Consulting Services Spending Plan			
FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
\$150,000	\$300,000	\$300,000	\$150,000

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Agreement A-8283 (Dudek)
2. Agreement A-8284 (MV Engineering)
3. Agreement A-8285 (GHD Inc.)
4. Agreement A-8286 (KEH Group)
5. Agreement A-8287 (Kennedy Jenks)
6. Agreement A-8288 (SPI)

7. Agreement A-8289 (Carollo Engineering)
8. Presentation

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

COVER PAGE

- (1) Agreement Start Date: _____
- (2) Consultant: Dudek
- (3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: February 17, 2024
- (6) Total Agreement Amount: \$100,000
- (7) Consultant's Project Manager; Greg Guillen, P.E.
- (8) Consultant's Project Manager:
 - 1) Jeff Miller (OWTP) - Wastewater Maintenance Manager
 - 2) Roberto Fuentes (AWPF) – Utilities Supervisor
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Attn: Greg Guillen, Project Manager, P.E.
605 Third St.
Encinitas, CA 92024

FOR CITY:

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

- (11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

gguillen@dudek.com

CITY'S PROJECT MANAGER:

jeff.s.miller@oxnard.org, roberto.fuentes@oxnard.org

The Agreement for Professional 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:

- X** Scope of Services Exhibit
X Rates and Costs Exhibit
X Insurance Exhibit (INS-A)

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. 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.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontractors. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant 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 and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’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 Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant 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 City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's 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 Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 16.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

d. Consultant 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. Consultant 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. Consultant 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, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (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 Consultant 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, Consultant 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. Consultant 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 Consultant. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant 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. Consultant 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. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant 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, Consultant 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 Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant "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 Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

26. 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.

27. 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.

28. Force Majeure. Neither City nor Consultant 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.

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

30. 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.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.

32. 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.

33. 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 Consultant 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 Consultant, 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.

34. 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.

35. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. 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 Project Managers' emails listed in "(11) 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.

37. 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

DUDEK

X John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

Frank Dudek, CEO/Chairman ² Date

Joe Monaco, President Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

The contract will be on a task order basis and no task orders are guaranteed.

Task 0 – Project Management

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

RATES AND COSTS EXHIBIT
(Page 1 of 2)

BILLING CLASSIFICATION	RATE
AESC – Energy Optimization	
Director Program Mgt/Principal Engineer	\$235/hr.
Sr. Program Manager	\$204/hr.
Program Manager/Lead Engineer	\$189/hr.
Sr. Project Manager/Senior Engineer	\$168/hr.
Project Manager/Staff Engineer	\$153/hr.
Engineer	\$138/hr.
Associate Engineer	\$115/hr.
Engineering Assistant	\$102/hr.
Technician	\$90/hr.
Beyaz & Patel – Structural	
Principal Engineer	\$246/hr.
Senior Structural Engineer	\$214/hr.
Senior Engineer	\$169/hr.
Engineer	\$142/hr.
CAD Designer	\$135/hr.
Clerical/Word Processing	\$80/hr.
DTN, Inc. - Electrical	
Principal Engineer	\$290/hr.
Senior Engineer/Project Manager	\$263/hr.
Project Engineer	\$215/hr.
CAD Operator	\$115/hr.
Office Support	\$105/hr.

RATES AND COSTS EXHIBIT

(Page 2 of 2)

DUDEK 2020 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director.....	\$290.00/hr
Principal Engineer III.....	\$270.00/hr
Principal Engineer II.....	\$260.00/hr
Principal Engineer I.....	\$250.00/hr
Program Manager.....	\$235.00/hr
Senior Project Manager.....	\$235.00/hr
Project Manager.....	\$230.00/hr
Senior Engineer III.....	\$225.00/hr
Senior Engineer II.....	\$215.00/hr
Senior Engineer I.....	\$205.00/hr
Project Engineer IV/Technician IV.....	\$195.00/hr
Project Engineer III/Technician III.....	\$185.00/hr
Project Engineer II/Technician II.....	\$170.00/hr
Project Engineer I/Technician I.....	\$155.00/hr
Senior Designer.....	\$175.00/hr
Designer.....	\$165.00/hr
Assistant Designer.....	\$160.00/hr
CADD Operator III.....	\$155.00/hr
CADD Operator II.....	\$145.00/hr
CADD Operator I.....	\$130.00/hr
CADD Drafter.....	\$120.00/hr
CADD Technician.....	\$110.00/hr
Project Coordinator.....	\$135.00/hr
Engineering Assistant.....	\$115.00/hr

ENVIRONMENTAL SERVICES

Project Director.....	\$245.00/hr
Senior Specialist IV.....	\$230.00/hr
Senior Specialist III.....	\$220.00/hr
Senior Specialist II.....	\$200.00/hr
Senior Specialist I.....	\$190.00/hr
Specialist V.....	\$180.00/hr
Specialist IV.....	\$170.00/hr
Specialist III.....	\$160.00/hr
Specialist II.....	\$145.00/hr
Specialist I.....	\$130.00/hr
Analyst V.....	\$120.00/hr
Analyst IV.....	\$110.00/hr
Analyst III.....	\$100.00/hr
Analyst II.....	\$90.00/hr
Analyst I.....	\$80.00/hr
Technician IV.....	\$90.00/hr
Technician III.....	\$80.00/hr
Technician II.....	\$70.00/hr
Technician I.....	\$60.00/hr
Compliance Monitor.....	\$95.00/hr

DATA MANAGEMENT SERVICES

GIS Programmer I.....	\$185.00/hr
GIS Specialist IV.....	\$160.00/hr
GIS Specialist III.....	\$150.00/hr
GIS Specialist II.....	\$140.00/hr
GIS Specialist I.....	\$130.00/hr
Data Analyst III.....	\$100.00/hr
Data Analyst II.....	\$90.00/hr
Data Analyst I.....	\$80.00/hr
UAS Pilot.....	\$100.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$165.00/hr
Construction Manager.....	\$155.00/hr
Project Manager.....	\$145.00/hr
Resident Engineer.....	\$145.00/hr
Construction Engineer.....	\$140.00/hr
On-site Owner's Representative.....	\$140.00/hr
Construction Inspector III.....	\$130.00/hr
Construction Inspector II.....	\$120.00/hr
Construction Inspector I.....	\$110.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

HYDROGEOLOGICAL SERVICES

Project Director.....	\$285.00/hr
Principal Hydrogeologist/Engineer II.....	\$265.00/hr
Principal Hydrogeologist/Engineer I.....	\$250.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$235.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$220.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$205.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$190.00/hr
Hydrogeologist VI/Engineer VI.....	\$175.00/hr
Hydrogeologist V/Engineer V.....	\$165.00/hr
Hydrogeologist IV/Engineer IV.....	\$155.00/hr
Hydrogeologist III/Engineer III.....	\$145.00/hr
Hydrogeologist II/Engineer II.....	\$135.00/hr
Hydrogeologist I/Engineer I.....	\$125.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$195.00/hr
District Engineer.....	\$185.00/hr
Operations Manager.....	\$160.00/hr
District Secretary/Accountant.....	\$120.00/hr
Collections System Manager.....	\$135.00/hr
Grade V Operator.....	\$125.00/hr
Grade IV Operator.....	\$110.00/hr
Grade III Operator.....	\$100.00/hr
Grade II Operator.....	\$75.00/hr
Grade I Operator.....	\$70.00/hr
Operator in Training.....	\$65.00/hr
Collection Maintenance Worker II.....	\$75.00/hr
Collection Maintenance Worker I.....	\$65.00/hr

VISUAL SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$180.00/hr
Graphic Designer IV.....	\$160.00/hr
Graphic Designer III.....	\$145.00/hr
Graphic Designer II.....	\$130.00/hr
Graphic Designer I.....	\$115.00/hr

PUBLICATIONS SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration.....	\$90.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rates.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: _____
- (2) Consultant: MV Engineering, LLC
- (3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: February 17, 2024
- (6) Total Agreement Amount: \$125,000
- (7) City's Project Manager: 1) Jeff Miller (OWTP) - Wastewater Maintenance Manager
2) Roberto Fuentes (AWPF) – Utilities Supervisor
- (8) Consultant's Project Manager: Mary L. Vorissis, P.E.
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Attn: Mary L. Vorissis, P.E.
2025 Rikkard Dr.
Thousand Oaks, CA 91362

FOR CITY:

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

- (11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

mary.vorissis@gmail.com

CITY'S PROJECT MANAGER:

jeff.s.miller@oxnard.org, roberto.fuentes@oxnard.org

The Agreement for Professional 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:

- X Scope of Services Exhibit
- X Rates and Costs Exhibit
- X Insurance Exhibit (INS-A)

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. 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.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontractors. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant 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 and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’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 Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant 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 City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's 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 Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 16.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

d. Consultant 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. Consultant 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. Consultant 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, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (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 Consultant 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, Consultant 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. Consultant 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 Consultant. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant 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. Consultant 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. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant 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, Consultant 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 Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant "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 Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

26. 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.

27. 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.

28. Force Majeure. Neither City nor Consultant 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.

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

30. 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.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.

32. 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.

33. 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 Consultant 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 Consultant, 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.

34. 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.

35. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. 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 Project Managers' emails listed in "(11) 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.

37. 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

MV ENGINEERING, LLC

X John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ _____ Buyer

Mary L. Vorissis, P.E. ² Date
Sole Owner/Manager

NA Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

The contract will be on a task order basis and no task orders are guaranteed.

Task 0 – Project Management

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

RATES AND COSTS EXHIBIT**MV ENGINEERING, LLC HOURLY CHARGE RATES**

Schedule of Fees		
<u>Classification</u>	<u>Hourly Rate</u>	
Principal-In-Charge/Mary L. Vorissis, P.E.		\$185
EXPENSES		
Expense Type	Estimating Method	Rate
Auto Mileage	Travel	Current IRS
Auto Rental	Travel	Actual
Other Travel (FTR Guidelines)	Travel	Actual
Equipment Rental	Operating Expense	Actual
Postage/Freight	Operating Expense	Actual
Reprographics	Outside Service	Actual
Subcontractors	Outside Service	Actual + 10%

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: _____
- (2) Consultant: GHD Inc.
- (3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: February 17, 2024
- (6) Total Agreement Amount: \$100,000
- (7) Consultant's Project Manager: Mark Donovan, P.E.
- (8) City's Project Manager:
 - 1) Jeff Miller (OWTP) - Wastewater Maintenance Manager
 - 2) Roberto Fuentes (AWPF) – Utilities Supervisor
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Attn: Mark Donovan, Project Manager, P.E.
320 Goddard Way, Suite 200
Irvine, CA 92618

FOR CITY:

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

- (11) **Contact Emails:**

CONSULTANT'S PROJECT MANAGER:

gguillen@dudek.com

CITY'S PROJECT MANAGER:

jeff.s.miller@oxnard.org, roberto.fuentes@oxnard.org

The Agreement for Professional 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:

- X** Scope of Services Exhibit
X Rates and Costs Exhibit
X Insurance Exhibit (INS-A)

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. 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.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontractors. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant 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 and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’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 Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant 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 City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's 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 Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 16.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

d. Consultant 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. Consultant 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. Consultant 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, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (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 Consultant 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, Consultant 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. Consultant 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 Consultant. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant 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. Consultant 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. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant 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, Consultant 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 Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant "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 Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

26. 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.

27. 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.

28. Force Majeure. Neither City nor Consultant 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.

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

30. 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.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.

32. 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.

33. 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 Consultant 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 Consultant, 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.

34. 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.

35. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. 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 Project Managers' emails listed in "(11) 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.

37. 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

GHD Inc.

X John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Agent
☐ _____, Buyer

Iver Skavdal, President² Date

Jeff Sturdevant, Exec. V.P. Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

The contract will be on a task order basis and no task orders are guaranteed.

Task 0 – Project Management

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

RATES AND COSTS EXHIBIT

Please see below for GHD's rates for this project. If other staff from GHD work on the project during the course of execution, the same rate structure will be used per job classification.

GHD Rate Sheet

Project Team Members	Role on Project	Hourly Rate
Paul Hermann, CPEng	Principal-in-Charge	\$250
Mark Donovan, PE	Project Manager /Senior Process Engineer	\$250
Frederick Tack, PE, ENV SP	Senior Wastewater Engineer	\$195
Coenraad Pretorius, PE	Wastewater Process Lead	\$240
Eric Dienst, PE	Wastewater Process Engineer	\$175
Jamal Awad, Ph.D., PE	Senior Advanced Water Treatment Engineer	\$250
Kevin Tirado, PE	Senior Water Process Engineer	\$240
Leila Munla, PhD	Process Engineer	\$175
Brian Whitaker, PE	Civil / Hydraulics	\$225

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to . coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: 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 _____	

**AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: _____
- (2) Consultant: KEH Group, Inc.
- (3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: February 17, 2024
- (6) Total Agreement Amount: \$100,000
- (7) Consultant's Project Manager: Kenneth Hume, P.E.
- (8) City's Project Manager: 1) Jeff Miller (OWTP) - Wastewater Maintenance Manager
 2) Roberto Fuentes (AWPF) – Utilities Supervisor
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Attn: Kenneth Hume, Project Manager, P.E.
6435 Cayenne Lane
Carlsbad, CA 92009

FOR CITY:

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

kehgroup@gmail.com

CITY'S PROJECT MANAGER:

jeff.s.miller@oxnard.org, roberto.fuentes@oxnard.org

The Agreement for Professional 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:

- X** Scope of Services Exhibit
- X** Rates and Costs Exhibit
- X** Insurance Exhibit (INS-A)

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. 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.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontractors. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant 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 and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’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 Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant 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 City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's 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 Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 16.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

d. Consultant 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. Consultant 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. Consultant 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, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (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 Consultant 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, Consultant 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. Consultant 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 Consultant. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant 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. Consultant 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. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant 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, Consultant 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 Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant "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 Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

26. 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.

27. 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.

28. Force Majeure. Neither City nor Consultant 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.

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

30. 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.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.

32. 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.

33. 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 Consultant 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 Consultant, 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.

34. 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.

35. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. 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 Project Managers' emails listed in "(11) 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.

37. 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

KEH GROUP, INC.

X John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Agent
☐ _____, Buyer

Kenneth E. Hume,² _____ Date
CEO, Secretary, CFO³

NA _____
_____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; 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.

³ Mr. Hume provided the following information in the RFP response regarding the KEH Group, Inc. ownership and corporate structure:

KEH Group, Inc. is held by Kenneth E. Hume as sole shareholder of the corporation. Mr. Hume is identified in the filing statement with the State of California as Chief Executive Officer, Secretary and Chief Financial Officer. Therefore, an organizational chart for KEH Group, Inc. is not considered relevant for this response.

SCOPE OF SERVICES EXHIBIT

The contract will be on a task order basis and no task orders are guaranteed.

Task 0 – Project Management

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

RATES AND COSTS EXHIBIT**2020-21 Rate Sheet for the City of Oxnard Consulting Services for Wastewater and Recycled Water Treatment Process Support Agreement - RFQ# PW 21-12:**

Team Member	Billing Title	Hourly Rate
Ken Hume	Project Manager	\$192.00
Libby Tortorici	Senior Engineer	\$160.00
Don King	Process Mechanical Engineer	\$185.00
Tim Cooper	Process Controls Engineer	\$170.00
Mike Wilson	Operations Manager	\$160.00

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to . coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: 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 _____	

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: _____
- (2) Consultant: Kennedy/Jenks Consultants, Inc.
- (3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: February 17, 2024
- (6) Total Agreement Amount: \$175,000
- (7) Consultant's Project Manager: Jeff Savard, P.E.
- (8) City's Project Manager: 1) Jeff Miller (OWTP) - Wastewater Maintenance Manager
- (9) Insurance Coverage: INS-A 2) Roberto Fuentes (AWPF) – Utilities Supervisor
- (10) Addresses for Notice:

FOR CONSULTANT:

Attn: Jeff Savard, Project Manager, P.E.
2775 N. Ventura Rd. #100
Oxnard, CA 93036

FOR CITY:

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

jeffsavard@kennedy.jenks.com

CITY'S PROJECT MANAGER:

jeff.s.miller@oxnard.org, roberto.fuentes@oxnard.org

The Agreement for Professional 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:

- X Scope of Services Exhibit
- X Rates and Costs Exhibit
- X Insurance Exhibit (INS-A)

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. 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.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontractors. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant 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 and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’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 Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant 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 City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's 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 Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 16.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

d. Consultant 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. Consultant 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. Consultant 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, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (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 Consultant 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, Consultant 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. Consultant 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 Consultant. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant 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. Consultant 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. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant 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, Consultant 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 Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant "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 Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

26. 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.

27. 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.

28. Force Majeure. Neither City nor Consultant 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.

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

30. 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.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.

32. 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.

33. 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 Consultant 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 Consultant, 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.

34. 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.

35. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. 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 Project Managers' emails listed in "(11) 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.

37. 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

KENNEDY/JENKS CONSULTANTS, INC.

X John C. Zaragoza, Mayor¹
 Alexander Nguyen, City Manager
 Daniel Willhite, Purchasing Agent
 _____, Buyer

_____ Date

 Keith London,
 President/CEO²

_____ Date

 Harold Glaser, COO

_____ Date

ATTEST:

 Rose Chapparo, 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 any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

The contract will be on a task order basis and no task orders are guaranteed.

Task 0 – Project Management

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

RATES AND COSTS EXHIBIT

Custom Schedule of Charges

Date: July 1, 2020

PERSONNEL COMPENSATION

<u>Classification</u>	<u>Hourly Rate</u>
CAD Technician	\$110
Senior CAD-Technician	\$130
CAD-Designer	\$150
Senior CAD-Designer	\$160
Engineer-Scientist-Specialist 1	\$125
Engineer-Scientist-Specialist 2	\$155
Engineer-Scientist-Specialist 3	\$170
Engineer-Scientist-Specialist 4	\$195
Engineer-Scientist-Specialist 5	\$215
Engineer-Scientist-Specialist 6	\$230
Engineer-Scientist-Specialist 7	\$260
Engineer-Scientist-Specialist 8	\$275
Engineer-Scientist-Specialist 9	\$290
Project Administrator	\$130
Administrative Assistant	\$100
Aide	\$85

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, materials testing, specialty inspection firms and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel, accommodations and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

COVER PAGE

- | | | |
|------|---|--|
| (1) | Agreement Start Date: _____ | |
| (2) | Consultant: Separation Processes, Inc. | |
| (3) | Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support | |
| (4) | Schedule of Services: See Scope of Services Exhibit | |
| (5) | Agreement Ending Date: February 17, 2024 | |
| (6) | Total Agreement Amount: \$125,000 | |
| (7) | Consultant's Project Manager: Michael Dummer, P.E. | |
| (8) | City's' Project Manager: | 1) Jeff Miller (OWTP) - Wastewater Maintenance Manager
2) Roberto Fuentes (AWPF) – Utilities Supervisor |
| (9) | Insurance Coverage: INS-A | |
| (10) | Addresses for Notice: | |

FOR CONSULTANT:

FOR CITY:

Attn: Michael Dummer, Project Manager, P.E.
3152 Lionshead Ave.
Carlsbad, CA 92010

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

- (11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

mdummer@spi-engineering.com

CITY'S PROJECT MANAGER:

jeff.s.miller@oxnard.org, roberto.fuentes@oxnard.org

The Agreement for Professional 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:

- X** Scope of Services Exhibit
X Rates and Costs Exhibit
X Insurance Exhibit (INS-A)

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. 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.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontractors. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant 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 and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’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 Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant 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 City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's 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 Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 16.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

d. Consultant 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. Consultant 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. Consultant 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, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (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 Consultant 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, Consultant 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. Consultant 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 Consultant. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant 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. Consultant 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. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant 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, Consultant 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 Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant "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 Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

26. 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.

27. 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.

28. Force Majeure. Neither City nor Consultant 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.

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

30. 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.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.

32. 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.

33. 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 Consultant 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 Consultant, 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.

34. 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.

35. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. 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 Project Managers' emails listed in "(11) 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.

37. 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

SEPARATION PROCESSES, INC.

X John C. Zaragoza, Mayor¹ Date
Alexander Nguyen, City Manager
Daniel Willhite, Purchasing Agent
_____, Buyer

James C. Vickers, President ² Date

Alex Wesner, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

The contract will be on a task order basis and no task orders are guaranteed.

Task 0 – Project Management

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

RATES AND COSTS EXHIBIT

SPI Billing Rates

Title	Hourly Rate	SPI Employee
Principal in Charge	\$267	Jim Vickers
Senior Project Manager (QA/QC)	\$254	Alex Wesner, Charlie Cruz
Project Manager	\$168	Mike Dummer
Project Engineer	\$155	Humberto Jaramillo
Senior Staff Engineer	\$146	Gabriela Downey
Engineer	\$133	Tiffany Le
CAD Designer	\$128	Miguel Sanchez
Project Administrator	\$77	Dawn Wright

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to . coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: 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 _____	

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
COVER PAGE

- | | | |
|------|-------------------------------|--|
| (1) | Agreement Start Date: | |
| (2) | Consultant: | Carollo Engineers, Inc. |
| (3) | Services: | On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support |
| (4) | Schedule of Services: | See Scope of Services Agreement |
| (5) | Agreement Ending Date: | February 17, 2024 |
| (6) | Total Agreement Amount: | \$175,000 |
| (7) | City's Project Manager: | 1) Jeff Miller (OWTP) - Wastewater Maintenance Manager
2) Roberto Fuentes (AWPF) – Utilities Supervisor |
| (8) | Consultant's Project Manager: | Lydia Holmes, P.E. |
| (9) | Insurance Coverage: | INS-A |
| (10) | Addresses for Notice: | |

FOR CONSULTANT:

Attn: Lydia Holmes, P.E.
707 Wilshire Blvd., Ste. 3920
Los Angeles, CA 90017

FOR CITY:

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

- (11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

lholfmes@carollo.com

CITY'S PROJECT MANAGER:

jeff.s.miller@oxnard.org, roberto.fuentes@oxnard.org

The Agreement for Professional 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:

- X** Scope of Services Exhibit
X Rates and Costs Exhibit
X Insurance Exhibit (INS-A)

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. 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.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontractors. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant 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 and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’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 Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant 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 City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's 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 Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 16.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

d. Consultant 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. Consultant 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. Consultant 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, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (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 Consultant 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, Consultant 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. Consultant 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 Consultant. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant 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. Consultant 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. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant 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, Consultant 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 Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant "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 Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

26. 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.

27. 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.

28. Force Majeure. Neither City nor Consultant 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.

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

30. 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.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.

32. 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.

33. 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 Consultant 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 Consultant, 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.

34. 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.

35. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. 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 Project Managers' emails listed in "(11) 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.

37. 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

CAROLLO ENGINEERS, INC.

X John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Agent
☐ _____, Buyer

Balakrishnan Narayanan,
President and CEO² Date

Lydia Holmes, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

The contract will be on a task order basis and no task orders are guaranteed.

Task 0 – Project Management

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

COSTS AND RATES EXHIBIT

CAROLLO ENGINEERS, INC. Rate Schedule

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$201.00
Professional	243.00
Project Professional	286.00
Lead Project Professional	306.00
Senior Professional	328.00
Technicians	
Technicians	155.00
Senior Technicians	211.00
Support Staff	
Document Processing / Clerical	138.00
Other Direct Expenses	
Travel and Subsistence	Included in overhead, not billed separately
Mileage at IRS Reimbursement Rate	\$.58 per mile
Effective January 1, 2019	Included in overhead, not billed separately
Subconsultant	cost + 5%
Other Direct Cost	cost + 5%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

AGREEMENTS FOR CONSULTING SERVICES FOR WASTEWATER AND RECYCLED WATER TREATMENT PROCESS SUPPORT

Public Works and Transportation Committee
February 9, 2021

Jan Hauser, Wastewater Division Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute agreements for wastewater and recycled water treatment process support consultant services:

1. Agreement A-8283 with Dudek in the amount not to exceed \$100,000 for a three-year term ending February 16, 2024;
2. Agreement A-8284 with MV Engineering, LLC, in the amount not to exceed \$125,000 for a three-year term ending February 16, 2024;
3. Agreement A-8285 with GHD, Inc., in the amount not to exceed \$100,000 for a three-year term ending February 16, 2024;

4. Agreement A-8286 with KEH Group, Inc., in the amount not to exceed \$100,000 for a three-year term ending February 16, 2024;
5. Agreement A-8287 with Kennedy/ Jenks Consultants, Inc., in the amount not to exceed \$175,000 for a three-year term ending February 16, 2024;
6. Agreement A-8288 with Separation Processes, Inc., in the amount not to exceed \$125,000 for a three-year term ending February 16, 2024; and
7. Agreement A-8289 with Carollo Engineers, Inc., in the amount not to exceed \$175,000 for a three-year term ending February 16, 2024;

- The Oxnard Wastewater Treatment Plant (OWTP) has a design capacity of 31.7 million gallons per day
- Treatment consists of preliminary treatment, secondary treatment, chlorination, dechlorination, and ocean discharge
- The Advanced Water Purification Facility (AWPF) treats OWTP secondary effluent (Ocean Discharge)
- AWPF can produce up to 6.25 million gallons per day of highly purified recycled water
- The AWPF utilizes microfiltration, reverse osmosis, and advanced oxidation treatment

- The OWTP and AWPf require regulatory and permitting expertise
- Potential permit compliance support includes:
 - National Pollutant Discharge Elimination System (NPDES)
 - Waste Discharge Requirements (WDRs)
 - Water Reclamation Requirements (WRRs)
 - Ventura County Air Pollution Control District (VCAPCD)
 - Ventura County Certified Unified Program Agency (CUPA)





- Solicitation PW 21-12 for Wastewater and Recycled Water Treatment Process Support was advertised on September 17, 2020
- Statement of Qualifications (SOQ) were due October 7, 2020
- A total of eight (8) SOQs were submitted
- Wastewater Division Manager, Infrastructure Manager, and Operations Manager reviewed and ranked SOQs based on the following expertise:
 - Regulatory
 - Wastewater process
 - Recycled water process

The following consultants ranked highly in the following areas:

Regulatory	Wastewater Process	Recycled Water
MV Engineering	Carollo Engineers, Inc.	Separation Processes, Inc.
Carollo Engineers, Inc.	KEH Group, Inc.	GHD Inc.
KEH Group, Inc.	Kennedy Jenks Consultants, Inc.	Kennedy Jenks Consultants, Inc.
	Dudek	

- The OWTP and AWPf require technical expertise related to site specific operational issues
- Potential support includes:

Odor Control	Plant Optimization Analysis	Maintenance Improvement Plans
Standard Operating Procedures	Hydraulic Modeling	Energy Optimization
Chemical Optimization	Process Control Evaluation	Solids Processing and Disposal Evaluation
Evaluation of fats, oil, grease, septage, porta-potty, and food waste streams		

- The total cost for all agreements for wastewater and recycled water treatment process support consultant services is \$900,000 through February 16, 2024
- Individual assignments will be issued as task orders
- Costs will be funded with existing appropriations from
 - Wastewater Operating Fund 621 (621-6202-842-8209)
 - Water Operating Fund 601 (601-6012-842-8209)

Consulting Services Spending Plan			
FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
\$150,000	\$300,000	\$300,000	\$150,000



QUESTIONS



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.5**

DATE: February 9, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Procurement of Vehicles and Trailers for the Environmental Resources Division. (0/10/10)

RECOMMENDATION

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

1. The Mayor to execute Purchase Orders in the total amount of \$10,189,921.49 for the purchase of new vehicles and accessories:
 - a. Purchase Order with Velocity Truck Centers for an amount not to exceed \$8,360,298.80 for the purchase of:
 - i. Ten (10) new residential, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,343,980.80;
 - ii. Nine (9) new commercial, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,016,424.97;
 - iii. Five (5) new industrial, compressed natural gas (CNG) vehicles with accessories for a cost of \$1,375,855.65;
 - iv. Two (2) new rear-loader, compressed natural gas (CNG) vehicles with accessories for a cost of \$624,037.38;
 - b. Purchase Order with Kenworth Truck Company Division of PACCAR, Incorporated for an amount not to exceed \$906,092.30 for the purchase of seven (7) new semi-tractor transfer vehicles with accessories;
 - c. Purchase Order with The Trailer Company for an amount not to exceed \$923,530.39 for the purchase of ten (10) new transfer trailers with accessories; and
2. The City Manager to approve a budget appropriation in the amount of \$10,189,922 to recognize proceeds from a lease purchase to finance the acquisition of refuse collection vehicles and transfer trailers for the Environmental Resources Division (Project 216804).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/pWn-4R58ukE>

BACKGROUND

The Environmental Resources Division (ER) provides uninterrupted daily collection and removal of solid waste, recyclable material and organic waste material to approximately 40,000 residential single-family households and to approximately 15,000 commercial and multi-family dwelling units to ensure a sanitary environment. In Fiscal Year 2019-20, ER's fleet collected 181,682 solid waste tons, 14,540 curbside recycle tons and 15,391 organic waste (greenwaste) tons from residential, multi-family and commercial sectors. The State of California enacted legislation through Assembly Bills 341, 939, 1826 and Senate Bill 1383 that mandate cities to recycle and divert material from the landfill. It is imperative that ER's vehicle and trailer fleet is in good operating condition to collect solid waste,

recyclable and organic waste material for the City to meet compliance of the mandates enacted by the State.

ER Fleet comprises more than ninety (90) vehicles that are used to collect and transfer solid waste, recyclables and organic (greenwaste) material. Residential, commercial, industrial (“rolloff”) and rear loader vehicles are used to collect solid waste, recyclables, organic (greenwaste) and illegal dumping throughout the City of Oxnard. After these materials are received and processed at the Del Norte Facility, transfer semi tractor trailers convey them to contracted landfills and processors. Moving forward, it is imperative that the ER fleet upgrade and remain in good operating condition to meet customer demand and comply with State mandates.

DISCUSSION

Residential, Commercial and Industrial Vehicles

Residential Vehicles - Side-Loader

ER’s residential collection fleet currently consists of 29 vehicles: 19 diesel and 10 compressed natural gas (CNG). The residential fleet is assigned to eight (8) daily routes for solid waste collection, eight (8) daily routes for curbside recycle or organic waste collection and two (2) daily routes for special pickup and food waste collection. Secondary backup vehicles remain in the fleet to cover when primary vehicles are down for repair. The residential collection fleet currently has an average vehicle age of over 11 years and still includes diesel-fueled vehicles. Many of these vehicles have exceeded their seven (7) year usable life and are increasingly expensive in cost and time to service and repair. In order to maintain a reliable residential collection fleet, it is critical that the ER and Fleet Divisions maintain a comprehensive maintenance and vehicle replacement plan. The following table identifies 10 residential collection vehicles that are currently recommended for replacement:

Table 1

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	1997	24	Volvo	3158	Diesel	140,480
2	1997	24	Volvo	3159	Diesel	235,579
3	2000	21	Volvo	3434	Diesel	111,198
4	2000	21	Volvo	3435	Diesel	126,295
5	2005	16	Autocar	05100	Diesel	137,493
6	2005	16	Autocar	05101	Diesel	186,774
7	2005	16	Autocar	05104	Diesel	107,894
8	2005	16	Autocar	05105	Diesel	120,954
9	2005	16	Autocar	05106	Diesel	149,815
10	2006	15	Autocar	06100	Diesel	121,227

After considerable vehicle platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected the Autocar residential collection vehicle model. The selection of Autocar also ensures fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The total cost of 10 side-loader residential CNG collection vehicles with accessories is \$3,343,980.80.

The 10 vehicles identified in the table are designated for replacement and will be auctioned for their scrap salvage value. The remaining 19 vehicles will continue to operate in the ER residential fleet.

Commercial Vehicles

ER's commercial collection fleet currently consists of 11 vehicles: six (6) diesel and five (5) CNG. The commercial fleet is assigned to 11 daily routes for solid waste collection and two (2) daily routes for curbside recycle material, organic waste and special bulky waste collection. The commercial collection fleet currently has an average age of over 12 years and still includes diesel-fueled vehicles. Secondary backup vehicles remain in the fleet to cover when primary vehicles are down for repair. Many of these vehicles have exceeded their seven (7) year usable life and are increasingly expensive in cost and time to service and repair. In order to maintain a reliable commercial collection fleet, and comply with State mandates on commercial recycling, it is critical that the ER and Fleet Divisions maintain a comprehensive preventative maintenance and vehicle replacement plan. The following table identifies six (6) commercial collection vehicles that are currently recommended for replacement:

Table 2

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	1996	25	GMC	3082	Diesel	220,040
2	1997	24	Volvo	3098	Diesel	Out of Service
3	2005	16	Autocar	05200	Diesel	143,165
4	2005	16	Autocar	05202	Diesel	117,524
5	2005	16	Autocar	05204	Diesel	177,673
6	2005	16	Autocar	05205	Diesel	185,202

After considerable vehicle platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected the Autocar commercial collection vehicle model. The selection of Autocar also ensures fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The total cost of nine (9) front-end loader commercial CNG collection vehicles with accessories is \$3,016,424.97.

The six (6) vehicles identified in the table are designated for replacement and will be auctioned for their scrap salvage value. The remaining five (5) vehicles will continue to operate in the ER commercial fleet.

Industrial Vehicles

ER's industrial collection fleet currently consists of 11 vehicles: six (6) diesel and five (5) CNG. The industrial fleet is assigned to seven (7) daily routes for solid waste collection. Secondary backup vehicles remain in the fleet to cover when primary vehicles are down for repair. The industrial collection fleet has an average vehicle age of over 13 years and still includes diesel-fueled vehicles. Many of these vehicles have exceeded their seven (7) year usable life and are increasingly expensive in cost and time to service and repair. In order to maintain a reliable industrial collection fleet, it is critical that the ER and Fleet Divisions maintain a comprehensive maintenance and vehicle replacement plan. The following table identifies five (5) industrial collection vehicles that are currently recommended for replacement:

Table 3

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	1991	30	Whitfield	2852	Diesel	197,657
2	1998	23	Volvo	3294	Diesel	336,768
3	1999	22	Volvo	3292	Diesel	454,274
4	2001	20	Volvo	3439	Diesel	374,274

5	2001	20	Volvo	3440	Diesel	313,518
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After considerable vehicle platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected the Autocar industrial collection vehicle model. The selection of Autocar also ensures fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The total cost of five (5) industrial, CNG collection vehicles with accessories is \$1,375,855.65.

The five (5) vehicles identified in the table are designated for replacement and will be auctioned for their scrap salvage value. The remaining 6 vehicles will continue to operate in the ER industrial fleet.

Procurement of the Collection Vehicles for Residential, Commercial and Industrial Programs

Staff recommends to piggyback on a bid issued by the City of Ontario (Ontario) on June 21, 2018 for 24 CNG powered refuse collection vehicles in lieu of issuing a formal request for bid. The City will acquire the 24 new CNG vehicles with competitive pricing previously vetted through a public agency competitive bid process completed by Ontario. As the low responsible bidder, Velocity Truck Centers was awarded the purchase order from Ontario and will honor the piggyback bid. Velocity Truck Centers is a local vendor, located at 2501 Camino Del Sol in Oxnard. The proximity of Velocity Truck Centers to the Del Norte Facility and the City of Oxnard Fleet Garage provides quicker response times for maintenance and warranty work not provided by the City's Fleet Division.

Rear Loader Vehicles

The ER 311 fleet only includes one (1) diesel-fueled, rear-loader collection vehicle. This vehicle is used to manage collection services related to the Oxnard 311 and Neighborhood Cleanup programs. This vehicle #10300, was purchased in 2010 and has accumulated 100,947 miles. At over 10 years old, it has exceeded its seven (7) year usable life and is increasingly expensive in cost and time to service and repair. Additionally, there is no backup to provide continued service when it is down for maintenance. In order to maintain a reliable service to the 311 and Neighborhood Cleanup programs, it is critical that ER operate two (2) rear-loader, CNG collection vehicles in the fleet. The following table identifies the one (1) rear loader vehicle recommended for replacement with two (2) new rear loaders:

Table 4

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	2010	10	Autocar	10300	Diesel	100,947

After considerable vehicle platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected the Autocar rear-loader, CNG collection vehicle model. The selection of Autocar also ensures fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The total cost of two (2) rear-loader, CNG collection vehicles with accessories is \$624,037.38. Vehicle #10300 will be auctioned for its scrap salvage value.

Procurement of the Rear Loader Vehicles

Staff recommends to piggyback on a bid issued by the City of Glendale (Glendale) on March 25, 2019 for two (2) CNG powered rear loader collection vehicles in lieu of issuing a formal request for bid. The City will acquire the two (2) new CNG vehicles with competitive pricing previously vetted through a public agency competitive bid process completed by Glendale. As the low responsible bidder, Velocity Truck Centers was awarded the purchase order from Glendale and will honor the piggy back bid. Velocity Truck Centers is a local vendor, located at 2501 Camino Del Sol in

Oxnard. The proximity of Velocity Truck Centers to the Del Norte Facility and the City of Oxnard Fleet Garage provides quicker response times for maintenance and warranty work not provided by the City's Fleet Division.

Transfer/Semi Tractors

ER's transfer fleet currently consists of 12 diesel-fueled, semi-tractor vehicles. Semi-tractors are used six (6) days per week to transfer material from the Del Norte Regional Recycling and Transfer Station to contracted landfills and material processors. Each semi-tractor pulling a trailer hauls an average of 21 tons per trip at four trips per day to landfills and material processing facilities. The transfer fleet currently has an average vehicle age of over 21 years. Many of these vehicles have exceeded their 10 year usable life and are increasingly expensive in cost and time to service and repair. These are all diesel-fueled vehicles that connect to trailers to haul solid waste and other material to permitted landfills and material processing facilities. Unlike collection vehicles previously discussed herein, CNG fueled semi tractors are still an emerging technology, with limited suppliers and service providers. In order to maintain a reliable transfer fleet and minimize the use of supplemental hauling, it is critical that the ER and Fleet Divisions maintain a comprehensive maintenance and vehicle replacement plan. The following table indicates transfer vehicles that are currently recommended for replacement:

Table 5

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	1996	25	Kenworth	3110	Diesel	675,910
2	1996	25	Kenworth	3113	Diesel	673,803
3	1996	25	Kenworth	3114	Diesel	720,472
4	1996	25	Kenworth	3115	Diesel	810,138
5	1997	24	Kenworth	3144	Diesel	801,652
6	2000	21	Kenworth	3355	Diesel	Out of Service
7	2002	19	Kenworth	3535	Diesel	628,846
8	2002	19	Kenworth	3536	Diesel	750,027
9	2002	19	Kenworth	3537	Diesel	779,458

After considerable vehicle platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected the Kenworth semi-tractor transfer vehicle model. For this round of procurement, staff recommends continued use of diesel-fueled semi-tractor transfer vehicles. The ER and Fleet Divisions will continue to evaluate alternative fuel options--including electric--for future procurement related to the semi-tractor transfer fleet. The selection of Kenworth ensures fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The total cost of seven (7) semi-tractor transfer vehicles with accessories is \$906,092.30.

The nine (9) vehicles in the table are designated for replacement and will be auctioned for their scrap salvage value. The remaining 3 vehicles will continue to operate in the ER transfer fleet.

Procurement of the Semi-Tractors

The City, under the current Purchasing Policy, participates in the cooperative procurement program "Sourcewell." Under this program, the City is a Sourcewell Member and is able to benefit from the global solicitation of semi-tractor under Kenworth manufacturer contracts. The Fleet Division (Fleet) researched national purchasing agreements for Kenworth semi-tractors that offered economies of scale pricing and were competitively solicited. Fleet identified a Sourcewell Cooperative Contract Number 060920-KTC for the seven (7) Kenworth semi-tractors. Sourcewell awarded

Kenworth Truck Company Division of PACCAR, Incorporated the contract to provide the Kenworth semi-tractor.

Transfer/Trailers

ER's transfer trailer fleet currently consists of 11 transfer trailers. These trailers are connected to the semi-tractor transfer vehicles described above. The transfer trailer fleet currently has an average trailer age of over 21 years. Most of these transfer trailers have exceeded their seven (7) year usable life and are increasingly expensive in cost and time to service and repair. This also requires the transfer operation to rely more heavily upon contracted supplemental haulers. In order to maintain a reliable transfer trailer fleet, it is critical that the ER and Fleet Divisions maintain a comprehensive maintenance and vehicle replacement plan. The following table identifies transfer fleet trailers that are currently recommended for replacement:

Table 6

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification
1	1996	25	Peer	3120
2	1996	25	Peer	3129
3	2000	21	Peer	3356
4	2000	21	Peer	3357
5	2002	19	Peer	3538
6	2002	19	Peer	3539
7	2002	19	Peer	3540
8	2004	17	Peer	3735
9	2004	17	Peer	3736
10	2004	17	Peer	3737

After considerable transfer trailer platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected The Trailer Company. The selection of The Trailer Company also ensures transfer trailer fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The Environmental Resources and Fleet Divisions recommend procurement of 10 transfer trailers with accessories at a cost of \$923,530.39.

The 10 transfer trailers identified in the table are designated for replacement and will be auctioned for their scrap salvage value. The remaining one (1) trailer will continue to operate in the ER transfer fleet.

Procurement of the Transfer Trailers

Staff recommends to piggyback on a bid issued by the County of Kern (Kern) on November 5, 2018 for 10 transfer trailers in lieu of issuing a formal request for bid. The City will acquire the 10 new transfer trailers with competitive pricing previously vetted through a public agency competitive bid process completed by Kern. As the low responsible bidder, The Trailer Company was awarded the purchase order from Kern and will honor the piggyback bid. The Trailer Company is located at 234 Mt. Vernon Avenue, Bakersfield, California.

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

The total cost for the 43 vehicles and trailers is \$10,189,921.49. Staff will proceed with a Request for Proposal to seek

a financial institution providing the best cost-effective lease purchase financing arrangement. Staff will return to the Finance and Governance Committee and to the City Council recommending approval of a Master Lease Agreement for Equipment and the selection of a lease purchase provider. A lease option to purchase agreement provides financing at low interest rates allowing the Environmental Resources Enterprise Fund to efficiently utilize working capital.

A budget appropriation in the amount of \$10,189,922 in the Environmental Resources Fund (631) in Project #216804 will recognize proceeds from the eventual lease purchase to finance the acquisition of the vehicles and trailers. Annual payments for the vehicles and trailers under the lease purchase will be included in future annual budget requests. After completing the RFP process for a lease-purchase financing, staff will return to the Finance and Governance Committee and to the City Council recommending approval of a Master Lease Agreement for Equipment with the payment terms and interest rate of the lease purchase for the vehicles and trailers. Staff expects the financing to be in place before the City needs to pay for the equipment, which takes months to manufacture and prepare for delivery.

Prepared by: Todd Vasquez-Housley, Environmental Resources Division Manager, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Budget Appropriation for Refuse Vehicles and Trailers
2. Residential Vehicle - City of Ontario Quote from Velocity Truck Centers
3. Commercial Vehicle - City of Ontario Quote from Velocity Truck Centers
4. Industrial Vehicle - City of Ontario Quote from Velocity Truck Centers
5. Rear Loader Vehicle - City of Glendale Quote from Velocity Truck Centers
6. Semi-Tractor Vehicle - Sourcewell Cooperative Contract No. 060920-KTC
7. Transfer Trailers - County of Kern Quote from The Trailer Company
8. Presentation

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works - Environmental Resources

Date: March 2, 2021

Project/Program:

Manager: Todd Vasquez-Housley

Phone: (805) 385-7957

Reason for Appropriation:

Budget appropriation to recognize proceeds from lease purchase financing for the acquisition of refuse collection vehicles and transfer trailers for the Environmental Resources Division.

Accounts and Descriptions

AMOUNT

Fund: ENVIRONMENTAL RESOURCES OPERATING FUND (631)

Revenues/Transfer In

Refuse Vehicles & Trailers (Project 216804)

631-1001-712-7952 PROCEEDS FROM BORROWING / LINE OF CREDIT FINANCING 10,189,922

Sub-total Revenues 10,189,922

Expenditures/Transfers Out

Refuse Vehicles & Trailers (Project 216804)

631-6880-826-8606 CAPITAL OUTLAY- MACHINERY & EQUIPMENT 10,189,922

Sub-total Expenditures 10,189,922

Net Change to Fund Balance 0

Net Appropriation Change 10,189,922

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA # (Finance Use Only) _____

BA DOC.# (Finance Use Only) _____

REQUIRES CITY COUNCIL AUTHORIZATION



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

2501 Camino Del Sol, Oxnard CA 93030

www.VelocityTruckCenters.com

Ron Creighton Ph#: 909-510-4406 Cell: 562/755-6108 Email: RCreighton@vvgtruck.com

Customer# 105164

CITY OF OXNARD

Purchaser's Name(s)

DE-69003/2020-117759

Stock # On Order

Address 300 WEST THIRD STREET

Date 01/07/2021

City OXNARD

State CA

Bus Phone (805)247-8920

County Oxnard* [7.75]

Zip 93030

Cell Phone

Fax Phone (805)385-8053

New/Used New	Make AUTOCAR	Model ACX64	Year 2022	Color WHITE	To Be Delivered On Or About 11/29/2021	
Type of Vehicle Truck	Serial Number Factory Order		Mileage	Price Per Unit		Quantity 10
Cash Price Of Base Vehicle					\$310,260.00	\$3,102,600.00
Additional Options:						
COOPERATIVE PURCHASE AGREEMENT - CITY OF ONTARIO, CA. P.O. No. ONTCA-0000043718 AUTOCAR ACX / AMREP AUTOMATED SIDE LOADER					Doc Fee / Prep Fee	\$70.00 \$700.00
FET Tire Credit \$0.00					Total	\$310,330.00 \$3,103,300.00
County Oxnard* [7.75]					California Tire Recycle Fee	\$17.50 \$175.00
GVWR/GCWR 60000					FET	\$0.00
					Sales Tax 7.75000	\$24,050.58 \$240,505.80
					License/Registration Fee	\$0.00
					O/S Delivery Fee	
					Total Cash Delivered Price	\$334,398.08 \$3,343,980.80
Cash down			Check/PO#			
payment				Deposit on Order Each		
			Cash on Delivery			
Description Of Trade-In				Appraisal Allow. For Used Vehicle Trade		
Make	Model	Type	Year	Quantity	Less Balance Owning to	
Eng. No.	VIN No.		License No	Trade in Allowance		
					Amount Due Upon Delivery	
					\$3,343,980.80	

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 first and second 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 second 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

Ron Creighton

Purchaser's Name

Sales Person

Purchaser's Signature

Approved By:

This order is not valid unless signed and accepted by dealer

Jan 7 2021 5:58PM

X

1. **TRADE-IN(S).** Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.

2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.

(Purchaser's Initials)

4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other tax applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.

5. **DELIVERY.** All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.

6. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchaser's request for an additional fee.

8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

9. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company
Authorized to approve capital purchases.)

X

(Signature)



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

2501 Camino Del Sol, Oxnard CA 93030

www.VelocityTruckCenters.com

Ron Creighton Ph#: 909-510-4406 Cell: 562/755-6108 Email: RCreighton@vvgtruck.com

Customer# 105164

CITY OF OXNARD

Purchaser's Name(s)

DE-69026/2020-117759

Stock # On Order

Address 300 WEST THIRD STREET

Date 01/07/2021

City OXNARD

State CA

Bus Phone (805)247-8920

County Oxnard* [7.75]

Zip 93030

Cell Phone

Fax Phone (805)385-8053

New/Used New	Make AUTOCAR	Model ACX64	Year 2022	Color WHITE	To Be Delivered On Or About 11/29/2021				
Type of Vehicle Truck	Serial Number Factory Order		Mileage			Price Per Unit	Quantity 9		
Cash Price Of Base Vehicle						\$310,965.57	\$2,798,690.13		
Additional Options: QTY. (2) LAPTOP COMPUTERS						\$0.00	\$0.00		
COOPERATIVE PURCHASE AGREEMENT - CITY OF ONTARIO, CA. BID #972 PO NO. ONTCA-0000045012 AUTOCAR ACX / AMREP FRONT END LOADER						Doc Fee / Prep Fee	\$70.00	\$630.00	
						Total	\$311,035.57	\$2,799,320.13	
						California Tire Recycle Fee	\$17.50	\$157.50	
						FET	\$0.00		
						Sales Tax 7.75000	\$24,105.26	\$216,947.34	
						License/Registration Fee	\$0.00		
						O/S Delivery Fee			
						Total Cash Delivered Price	\$335,158.33	\$3,016,424.97	
						Cash down	Check/PO#		
						payment		Deposit on Order Each	
	Cash on Delivery								
Description Of Trade-In			Appraisal Allow. For Used Vehicle Trade						
Make	Model	Type	Year	Quantity	Less Balance Owning to				
					Trade in Allowance				
Eng. No.	VIN No.		License No	Amount Due Upon Delivery			\$3,016,424.97		

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I have read and understand the second 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

Ron Creighton

Purchaser's Name

Sales Person

Purchaser's Signature

Approved By:

This order is not valid unless signed and accepted by dealer

Jan 7 2021 6:08PM

X

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(Purchaser's Initials)

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9. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company
Authorized to approve capital purchases.)

X

(Signature)



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

2501 Camino Del Sol, Oxnard CA 93030

www.VelocityTruckCenters.com

Ron Creighton Ph#: 909-510-4406 Cell: 562/755-6108 Email: RCreighton@vvgtruck.com

Customer# 105164

CITY OF OXNARD

Purchaser's Name(s)

DE-69044/2020-117759

Stock # On Order

Address 300 WEST THIRD STREET

Date 01/07/2021

City OXNARD

State CA

Bus Phone (805)247-8920

County Oxnard* [7.75]

Zip 93030

Cell Phone

Fax Phone (805)385-8053

New/Used New	Make AUTOCAR	Model ACX64	Year 2022	Color WHITE	To Be Delivered On Or About 11/29/2021				
Type of Vehicle Truck	Serial Number Factory Order		Mileage			Price Per Unit	Quantity 5		
Cash Price Of Base Vehicle						\$255,293.00	\$1,276,465.00		
Additional Options: QTY. (2) LAPTOP COMPUTERS						\$0.00	\$0.00		
COOPERATIVE PURCHASE AGREEMENT - CITY OF ONTARIO, CA. BID NO. #221 P.O. No. ONTCA-0000045011 FET Tire Credit \$0.00 County Oxnard* [7.75] GVWR/GCWR 60000						Doc Fee / Prep Fee	\$70.00	\$350.00	
						Total	\$255,363.00	\$1,276,815.00	
						California Tire Recycle Fee	\$17.50	\$87.50	
						FET	\$0.00		
						Sales Tax 7.75000	\$19,790.63	\$98,953.15	
						License/Registration Fee	\$0.00		
						O/S Delivery Fee			
						Total Cash Delivered Price	\$275,171.13	\$1,375,855.65	
						Cash down	Check/PO#		
						payment		Deposit on Order Each	
	Cash on Delivery								
Description Of Trade-In			Appraisal Allow. For Used Vehicle Trade						
Make	Model	Type	Year	Quantity	Less Balance Owning to				
					Trade in Allowance				
Eng. No.	VIN No.		License No	Amount Due Upon Delivery			\$1,375,855.65		

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CITY OF OXNARD

Ron Creighton

Purchaser's Name

Sales Person

Purchaser's Signature

Approved By:

This order is not valid unless signed and accepted by dealer

Jan 7 2021 6:15PM

X

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(Purchaser's Initials)

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This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

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Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company
Authorized to approve capital purchases.)

X

(Signature)



OFFICE (805) 983-2408
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2501 Camino Del Sol, Oxnard CA 93030

www.VelocityTruckCenters.com

Ron Creighton Ph#: 909-510-4406 Cell: 562/755-6108 Email: RCreighton@vvgtruck.com

Customer# 105164

CITY OF OXNARD

Purchaser's Name(s)

Address 300 WEST THIRD STREET

City OXNARD

County Oxnard* [7.75]

State CA

Zip 93030

Stock #

DE-74131/2020-122492

Date

On Order 09/14/2020

Bus Phone

(805)247-8920

Cell Phone

(805)207-0494

Fax Phone

(805)385-8053

New/Used New	Make AUTOCAR	Model ACX64	Year 2021	Color BLUE	To Be Delivered On Or About 3/15/2021		
Type of Vehicle RV Coach	Serial Number FACTORY ORDER		Mileage			Price Per Unit	Quantity 2
Cash Price Of Base Vehicle						\$286,110.07	\$572,220.14
Additional Options:							
EXT WARRANTY - CUMMINS L9N - GE1 - 5 YRS/150,000 MILE						\$2,500.00	\$5,000.00
EXT WARRANTY - ALLISON 3000RDS - 5YRS/UNLIMITED MILES						\$1,126.00	\$2,252.00
COOPERATIVE PURCHASE AGREEMENT - CITY OF GLENDALE REAR END LOADER RFQ #403028 PURCHASE ORDER NO. 61900880					Doc Fee / Prep Fee	\$85.00	\$170.00
					Total	\$289,821.07	\$579,642.14
					California Tire Recycle Fee	\$17.50	\$35.00
					FET	\$0.00	
					Sales Tax 7.75000	\$22,180.12	\$44,360.24
					License/Registration Fee	\$0.00	
					O/S Delivery Fee		
					Total Cash Delivered Price	\$312,018.69	\$624,037.38
			Cash down	Check/PO#			
			payment		Deposit on Order Each		
				Cash on Delivery			
Description Of Trade-In			Appraisal Allow. For Used Vehicle Trade				
Make	Model	Type	Year	Quanity	Less Balance Owning to		
				Trade in Allowance			
Eng. No.	VIN No.		License No	Amount Due Upon Delivery			\$624,037.38

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CITY OF OXNARD

Purchaser's Name

Ron Creighton

Sales Person

Purchaser's Signature

Approved By:

This order is not valid unless signed and accepted by dealer

Sep 14 2020 2:22PM

X

1. **TRADE-IN(S).** Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.

2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.

(Purchaser's Initials)

4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other tax applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.

5. **DELIVERY.** All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.

6. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchaser's request for an additional fee.

8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

9. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company
Authorized to approve capital purchases.)

X

(Signature)



PAPÉ KENWORTH

CUSTOMER TRUCK
SALES ORDER

Page 1 of 2

SIC Code:

INVOICE ADDRESS		Buyer Name City of Oxnard		DELIVERY ADDRESS		Name	
Address 300 West 3rd. Street				Address			
City Oxnard		State CA		Zip 93030		City State Zip	
Phone		Fax		Phone		Fax	
PO No.		Delivery/F.O.B.		Est. Delivery Date Appx. 3-4 months from date of order			
EQUIPMENT		Yr/Make 2022 Kenworth		Mileage		NEW USED	
		Model T-880		VIN No. TBD		☒ ☐	
Description: Seven New Kenworth Model T-880 Tractors per attached specification. Price each \$120,099.00						\$840,693.00	
Doc Fee						\$85.00	
Sourcewell pricing based on NPO code #9210159							
☒ See attached Kenworth Vehicle Summary or Addendum							
Additional Equipment/Accessories				Cost			
				Add'l Equipment Sales Price		\$0.00	
				Transportation Charges		\$0.00	
				Federal Excise Tax			
				State Sales Tax 7.750 %		\$65,160.30	
TRADE		Yr/Make		☐ See attached Addendum		Misc. Document/License Fee	
		Model				Less Net Trade-In Allowance	
		VIN No.				Total Differential Price	
						\$906,092.30	
Lienholder		Mileage		Less Deposit with Order		\$0.00	
Trade In Allowance		Less (Est.) Payoff		Balance Due on Delivery		\$906,092.30	
* The Sales Price shown in this order will be adjusted by the same increase or decrease as any increase or decrease in Dealer's factory list prices and any increase or decrease in transportation costs between today's date and the date of delivery.							
WARRANTY		☒ NEW STANDARD KENWORTH CHASSIS ☐ VENDOR NEW EXTENDED (describe) ☐ VENDOR NEW EXTENDED (describe) ☐ USED (describe) ☐ AS IS / NO WARRANTY					
		Buyer Initial: _____					
A heavy-duty tractor and 53-foot or longer box-type trailer operated in California may be subject to the California Air Resources Board Heavy-Duty Vehicle Greenhouse Gas Emission Reduction measure. These vehicles may be required to use low-rolling resistance tires and meet aerodynamic equipment requirements to reduce greenhouse gas emissions. For more information, please visit the California Air Resources Board website at http://www.arb.ca.gov/cc/hdghg/hdghg.htm.							
If trade-in, Buyer certifies that there is no lien of any kind and that the Trade is free and clear and is his sole and absolute property except as noted above. The undersigned Buyer places a firm order.							
PAPÉ KENWORTH				BUYER			
Store _____				By _____ Title _____			
City Bakersfield		State CA		Zip 93308			
By Bob Trubey		Title Sales		By _____		Title _____	
Date 1/14/21				Date			

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. **Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. **Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. **Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. **Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

7. **Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR. CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

8. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

9. **Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

10. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

I have read, understand and am bound by the above Terms and Conditions of Sale.

Buyer Initial Here

**ADDENDUM TO
CUSTOMER TRUCK SALES ORDER**

Customer Name: _____

Sales Order: _____

☐ ADDITIONAL PURCHASES			
Yr/Make	Model	VIN	Description

☐ ADDITIONAL TRADE-INS			
Yr/Make	Model	VIN	Description

If trade-in, Buyer certifies that there is no lien of any kind and that the Trade is free and clear and is his sole and absolute property except as noted above. The undersigned Buyer places a firm order.

PAPÉ KENWORTH				BUYER	
Store _____				By _____ Title _____	
City <u>Bakersfield</u>	State <u>CA</u>	Zip <u>93308</u>			
By <u>Bob Trubey</u>		Title <u>Sales</u>		By _____ Title _____	
Date <u>1/14/21</u>				Date _____	



234 Mount Vernon Ave, Bakersfield, CA 93307 Ph: 661-324-7377 Fax: 661-324-3984

Customer:	City of Oxnard	Invoice No.	SQ3654
Deliver To:	City of Oxnard	Sold To:	
	1060 Pacific Ave Bld#2		
	Oxnard, CA 93030		
Contact Name:	Joesph Rodriguez		
Phone No.:	(805) 207-0494		

Trailer Contract of Sale

This is a contract of sale in which The Trailer Company, Inc. ("TTC") promises to sell and deliver the trailer described in the table below ("Trailer") to Buyer, and Buyer promises to accept and pay for the Trailer, on the following terms. The description of the Trailer, the purchase price and taxes and additional charges payable by Buyer, and the terms of payment and delivery are as set forth in the table below. The following additional terms are a part of the contract:

1. TTC MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS SALE.

2. TTC makes no express warranties of quality or performance of the Trailer in connection with this sale, except for the limited express warranty contained in the Certificate of Limited Warranty and Extended Warranty Schedule at pages 33-34 of the Trailer Owner's Manual. Buyer (and Customer, if different than Buyer) acknowledges receipt of a copy of the manual, including the Certificate of Limited Warranty and Extended Warranty Schedule.

Continued on Reverse Side

P. O.#	Contract Date	Terms	FOB	Ship Via	Salesperson
	8-Jan-21	Cash on Delivery	Bakersfield	n/a	RICCI
Item Description - Revision #		U/ m	Quantity	Unit Price	Extended Price
2022 TTC Trailer		Ea	10	\$85,626.95	\$856,269.50
Federal Excise Tax		Ea			\$0.00
Sales Tax:		Ea	10	\$6,636.09	\$66,360.89
FMV Tire Credit		Ea			\$0.00
DMV & DOC FEES		Ea	10	\$90.00	\$900.00
Specifications:		Serial #: 1T92S4820KB073825			
48'x102"x13'6", Air Ride, Aluminum Wheels,		Total Item Price:			\$856,269.50
Hallco i4000 Drive, Hallco 11/16" Slats		Freight & Transportation Charges:			
TTC HYD Lids, (4) Extra TTC Post,		F.E.T.: (less Tire Tax Credit)			\$0.00
Ladder, .160" Harden Sides, (9) GoodYear Dura Seal Tires,		Sales Tax:			\$66,360.89
(8) Aluminum Wheels,		Other Charges:			\$900.00
		Down Payment or Trade:			
		Balance Due			\$923,530.39

Additional Terms of Sale Continued

3. With respect to defects that are covered by the express warranty contained in the Certificate of Limited Warranty and Extended Warranty Schedule, the sole and exclusive remedy of Buyer (and Customer, if different than Buyer) shall be limited to the repair or replacement of the defective part as provided in the Certificate of Limited Warranty and Extended Warranty Schedule.

4. Notwithstanding any provision to the contrary, in no event will TTC be liable for incidental or consequential loss or damages (including, but not limited to, damages for lost profits, loss of use, lost time, substitute transportation, business interruption, down time, injury to or death of any person, or injury to or loss of any property other than the Ag Trailer), whether incurred directly by Buyer or Customer, or by way of a claim for indemnity or contribution by Buyer or Customer with respect to any damages actually or allegedly owed to a third party.

5. This Agreement and the rights and obligations of the parties hereto are governed by the laws of the State of California without regard to California choice-of-law principles.

6. Each person who signs this Agreement as an officer, member, or other agent of a party warrants his or her authority to do so, and to bind his or her principal by his or her signature.

7. This contract is a final, complete, and exclusive statement of the agreement between the parties, supersedes any prior oral or written representation, agreement or understanding between the parties (including, without limitation, any purchase or written confirmation sent by Buyer or Customer), and may not be modified, except in a writing signed by the authorized representatives of the parties.

8. Customer intends to put the Trailer to a use for which the trailer body was primarily designed. You acknowledge that TTC's limited warranty of repair or replacement will terminate if the Trailer is put to a different use than that for which it is primarily designed.

BUYER:

CUSTOMER (IF DIFFERENT THAN BUYER):

Authorized Signature

Authorized Signature

TTC:

Authorized Signature

PROCUREMENT OF VEHICLES AND TRAILERS FOR THE ENVIRONMENTAL RESOURCES DIVISION

Public Works and Transportation Committee - February 9, 2021

City Council - March 2, 2021

Todd Vasquez-Housley
Environmental Resources Division

FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

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

1. The Mayor to execute Purchase Orders in the total amount of \$10,189,921.49 for the purchase of new vehicles and accessories:
 - a) Purchase Order with Velocity Truck Centers for an amount not to exceed \$8,360,298.80 for the purchase of:
 - i. Ten (10) new residential, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,343,980.80;

FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

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

- ii. Nine (9) new commercial, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,016,424.97;
- iii. Five (5) new industrial, compressed natural gas (CNG) vehicles with accessories for a cost of \$1,375,855.65;
- iv. Two (2) new rear-loader, compressed natural gas (CNG) vehicles with accessories for a cost of \$624,037.38;

FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

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

b) Purchase Order with Kenworth Truck Company Division of PACCAR, Incorporated for an amount not to exceed \$906,092.30 for the purchase of seven (7) new semi-tractor transfer vehicles with accessories;

c) Purchase Order with The Trailer Company for an amount not to exceed \$923,530.39 for the purchase of ten (10) new transfer trailers with accessories; and

2. The City Manager approve a budget appropriation in the amount of \$10,189,921.49 to recognize proceeds from a lease purchase to finance the acquisition of refuse collection vehicles and transfer trailers for the Environmental Resources Division (Project TBD).

FOR CITY COUNCIL:

That the City Council approve and authorize:

1. The Mayor to execute Purchase Orders in the total amount of \$10,189,921.49 for the purchase of new vehicles and accessories:
 - a) Purchase Order with Velocity Truck Centers for an amount not to exceed \$8,360,298.80 for the purchase of:
 - i. Ten (10) new residential, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,343,980.80;

FOR CITY COUNCIL:

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FOR CITY COUNCIL:

That the City Council approve and authorize:

b) Purchase Order with Kenworth Truck Company Division of PACCAR, Incorporated for an amount not to exceed \$906,092.30 for the purchase of seven (7) new semi-tractor transfer vehicles with accessories;

c) Purchase Order with The Trailer Company for an amount not to exceed \$923,530.39 for the purchase of ten (10) new transfer trailers with accessories; and

2. The City Manager approve a budget appropriation in the amount of \$10,189,921.49 to recognize proceeds from a lease purchase to finance the acquisition of refuse collection vehicles and transfer trailers for the Environmental Resources Division (Project TBD).

The Environmental Resources Division (ER) provides uninterrupted daily collection and removal of solid waste, recyclable material and organic waste material to approximately 40,000 residential, single-family households and to approximately 15,000 commercial and multi-family dwelling units.

Residential, Multi-family and Commercial accounts collected in FY 2019-20:

- 181,682 solid waste tons
- 14,540 curbside recyclable tons
- 15,391 organic waste tons

ER Fleet comprises more than 90 vehicles that are used daily

- Collection

Residential, commercial, industrial (“rolloff”) and rear loader vehicles pick up solid waste, recyclables, organic (greenwaste) and illegal dumping

- Transfer

After these materials are received and processed at the Del Norte Facility, transfer semi tractor trailers convey them to contracted landfills and processors

Imperative that the ER fleet upgrade and remain in good operating condition to meet customer demand and comply with State mandates

Residential Vehicle Fleet

- Consists of 29 vehicles: 19 are CNG and 10 are diesel
- Average age of over 11 years
 - Recommended 7 year life cycle
- Most vehicles exceed recommended life cycle
- Diesel-fueled vehicles – up to 24 years old
- 10 CNG vehicles recommended for purchase \$3,343,980.80

Residential Vehicle Fleet - 10 vehicles are recommended for replacement

Table 1

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	1997	24	Volvo	3158	Diesel	140,480
2	1997	24	Volvo	3159	Diesel	235,579
3	2000	21	Volvo	3434	Diesel	111,198
4	2000	21	Volvo	3435	Diesel	126,295
5	2005	16	Autocar	05100	Diesel	137,493
6	2005	16	Autocar	05101	Diesel	186,774
7	2005	16	Autocar	05104	Diesel	107,894
8	2005	16	Autocar	05105	Diesel	120,954
9	2005	16	Autocar	05106	Diesel	149,815
10	2006	15	Autocar	06100	Diesel	121,227

Commercial Vehicle Fleet

- Consists of 11 vehicles: 5 are CNG and 6 are diesel
- Average age of over 12 years – recommended 7 year life cycle
- More than half of the fleet exceeds recommended life cycle
- Diesel-fueled vehicles – up to 25 years old
- 9 CNG vehicles recommended for purchase \$3,016,424.97

Commercial Vehicle Fleet - 6 vehicles are recommended for replacement

Table 2

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	1996	25	GMC	3082	Diesel	220,040
2	1997	24	Volvo	3098	Diesel	Out of Service
3	2005	16	Autocar	05200	Diesel	143,165
4	2005	16	Autocar	05202	Diesel	117,524
5	2005	16	Autocar	05204	Diesel	177,673
6	2005	16	Autocar	05205	Diesel	185,202

Industrial (“Rolloff”) Vehicle Fleet

- Consists of 11 vehicles: 5 are CNG and 6 are diesel
- Average age of over 13 years – recommended 7 year lifecycle
- More than half of the fleet exceeds recommended lifecycle
- Diesel-fueled vehicles – up to 30 years old
- 5 CNG vehicles recommended for purchase \$1,373,855.65

Industrial (“Rolloff”) Vehicle Fleet - 5 vehicles are recommended for replacement

Table 3

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	1991	30	Whitfield	2852	Diesel	197,657
2	1998	23	Volvo	3294	Diesel	336,768
3	1999	22	Volvo	3292	Diesel	454,274
4	2001	20	Volvo	3439	Diesel	374,274
5	2001	20	Volvo	3440	Diesel	313,518

Rear Loader Vehicle Fleet

- Consists of 1, diesel fueled vehicle
- Over 10 years old - recommended 7 year life cycle
- Exceeds recommended lifecycle
- 311 and Neighborhood Cleanups are increasing in popularity and demand
- 2 CNG vehicles recommended for purchase \$624,037.38

Rear Loader Vehicle Fleet - 1 vehicle recommended for replacement

Table 4

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	2010	10	Autocar	10300	Diesel	100,947

Procurement of Collection Vehicles for Residential, Commercial, Industrial (“Rolloff”) and 311 Programs

- Vendor - Velocity Truck Centers - In Oxnard
- Autocar platform - fleet commonality with regard to operator and mechanic training
- Leverage efficiencies not realized with dissimilar makes and models

Procurement of Collection Vehicles for Residential, Commercial, Industrial (“Rolloff”) and 311 Programs

- Piggyback on City of Ontario June 21, 2018 bid

10 Residential CNG	-	\$3,343,980.80
9 Commercial CNG	-	\$3,016,424.97
5 Industrial (“Rolloff”) CNG	-	\$1,375,855.65
- Piggyback on City of Glendale March 25, 2019 bid

2 Rear Loader CNG	-	\$ 624,037.38
-------------------	---	---------------
- Total PO for Velocity Truck Centers **\$8,360,298.80**

Transfer / Semi Tractor Vehicle Fleet

- Consists of 12 vehicles – all are diesel
- Average age of over 21 years – recommended seven (7) year lifecycle
- Majority of the fleet exceeds recommended lifecycle
- Vehicles up to 25 years old
- 7 diesel vehicles recommended for purchase \$906,092.30

Transfer / Semi Tractor Vehicle Fleet - 9 vehicles are recommended for replacement

Table 5

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	1996	25	Kenworth	3110	Diesel	675,910
2	1996	25	Kenworth	3113	Diesel	673,803
3	1996	25	Kenworth	3114	Diesel	720,472
4	1996	25	Kenworth	3115	Diesel	810,138
5	1997	24	Kenworth	3144	Diesel	801,652
6	2000	21	Kenworth	3355	Diesel	Out of Service
7	2002	19	Kenworth	3535	Diesel	628,846
8	2002	19	Kenworth	3536	Diesel	750,027
9	2002	19	Kenworth	3537	Diesel	779,458

Procurement of Transfer / Semi Tractors

- Vendor - Kenworth Truck Company Division of PACCAR, Inc.
- Kenworth semi tractors - fleet commonality with regard to operator and mechanic training
- Will procure under “Sourcewell” program, which qualifies under the City’s Procurement Policy
- Leverage efficiencies not realized with dissimilar makes and models
- 9 diesel vehicles recommended for purchase \$906,092.30

Transfer Trailer Fleet

- Consists of 11 trailers
- Average age of over 18 years – recommended seven (7) year lifecycle
- Majority of the fleet exceeds recommended lifecycle
- 10 trailers recommended for purchase - \$923,530.39

Transfer / Semi Tractor Vehicle Fleet - 10 Trailers are recommended for replacement

Table 6

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification
1	1996	25	Peer	3120
2	1996	25	Peer	3129
3	2000	21	Peer	3356
4	2000	21	Peer	3357
5	2002	19	Peer	3538
6	2002	19	Peer	3539
7	2002	19	Peer	3540
8	2004	17	Peer	3735
9	2004	17	Peer	3736
10	2004	17	Peer	3737

Procurement of Transfer Trailers

- Vendor - The Trailer Company
- Fleet commonality with regard to operator and mechanic training
- Leverage efficiencies not realized with dissimilar makes and models
- Piggyback on Kern County November 5, 2018 bid
- 10 trailers for purchase - \$923,530.39

The cost of the 43 vehicles and trailers is an estimated \$10,189,921.49. Staff will proceed with a Request for Proposal to seek a financing company providing the best cost-effective lease purchase financing arrangement.

- Staff will return to the Finance and Governance Committee and to the City Council recommending approval of a Master Lease Agreement for Equipment and the selection of a financing company
- Funding will be provided by the Environmental Resources Enterprise Fund (631)
- A lease option to purchase agreement provides financing at low interest rates



QUESTIONS