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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE

Council Chambers, 305 West Third Street
June 22, 2021
Regular Meeting - 8:30 to 10:00 PM
(TEMPORARY 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.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities 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. 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 2:00 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. Requests to speak must be submitted no later than 2:00 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 thirty 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. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

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. City Clerk Department

   SUBJECT: Approval of Minutes.

   RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of February 23, 2021 and March 9, 2021 regular meetings as presented.

   Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

   SUBJECT: Amendments to On-Call Professional Services Agreements. (0/5/5)

   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute the following Amendments totaling $1,250,000 for on-call professional service agreements:

   1. First Amendment to Agreement 8699-19-PW with Filippin Engineering, Inc. to increase the contract by $150,000 for a new contract value amount of $400,000 with a term date of September 3, 2022;
   2. First Amendment to Agreement 8795-19-PW with Casamar Group, LLC to increase the contract by $300,000 for a new contract value amount of $500,000 with a term date of October 14, 2022;
   3. Second Amendment to Agreement 8256-18-PW with Twining, Inc. to increase the contract by $250,000 for a new contract value amount of $600,000 with a term date of December 31, 2021;
   4. Second Amendment to Agreement A-8079 with Leighton Consulting, Inc. to increase the contract by $250,000 for a new contract value amount of $600,000 with a term date of December 31, 2021; and
   5.Third Amendment to Agreement A-8177 with Encompass Consultant Group, Inc. to increase the contract by $300,000 for a new contract value amount of $800,000 with a term date of October 1, 2022.

   Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/4y3GW03gKGs

   Contact: Craig Beck, (805) 385-8055

2. Public Works Department

SUBJECT: Approval of Changes to Chapter 19: Public Works, Article I: Sewerage System; Wastewater Disposal of the Oxnard City Code. (0/10/10)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute amendments to the Oxnard Code of Ordinances, Chapter 19: Public Works, Article I: Sewerage System; Wastewater Disposal, sections:

- 19-3 Abbreviations;
- 19-4 Definitions;
- 19-25 Prohibited; discharge standards;
- 19-26 Local limits;
- 19-36 Additional pretreatment measures;
- 19-43 Discharges from food establishments, vehicle maintenance facilities, and commercial and industrial laundries; and
- 19-51 Industrial wastewater discharge permit requirements

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/jIuRD-3p_4g

Contact: Craig Beck, (805) 385-8055

3. Public Works Department

SUBJECT: Operational Technical Services, LLC, Agreement A-8335 for On-Call Operations Support for Water, Recycled Water and Wastewater. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8335 with Operational Technical Services, LLC, (OTS) in the amount not to exceed $400,000 for a three-year term ending July 20, 2024, for on-call operational support services for Water, Recycled Water and Wastewater Divisions.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/yr32pCZ8a7M

Contact: Craig Beck, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

M I N U T E S
OXNARD CITY COUNCIL
PUBLIC WORKS & TRANSPORTATION COMMITTEE
Regular Meeting
FEBRUARY 23, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:31 p.m., Chair Bert Perello called to order the regular meeting of the Oxnard City Council Public Works Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Bert Perello and Member Vianey Lopez were present via videoconference. Member John Zaragoza was present in person.

Staff members present were Alexander Nguyen, City Manager and Rose Chaparro, City Clerk. Staff members that participated via videoconference were Paul Early, Assistant City Attorney; Craig Beck, Public Works Director; Steve Howlett, Assistant Public Works Director; Brian Yanez, Assistant Public Works Director; Tatiana Arnaout, City Engineer; Jeri Cooper, Public Works Project Manager; Todd Vasquez-Housley, Environmental Resources Division Manager; Omar Castro, Water Division Manager, Victor Zambrano, Utilities Finance Officer; Juanita Guzman, Administrative Services Manager; and Kevin Riper, Chief Financial Officer.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

1. Public comment was received from Pat Brown regarding trucks and trailers traveling on Oxnard Boulevard and concerned about damage to the roads, lights, and signage.

C. CONSENT AGENDA (None.)

D. REPORTS

1. Public Works Department

SUBJECT: First Amendment to Purchase Order #7634 with Badger Meter, Inc. for Water Meters and Parts.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute a First Amendment to Purchase Order #7634 with Badger Meter, Inc. in the amount of $200,000 for a new total not to exceed value of $450,000 for water meters and parts.

Omar Castro, Water Division Manager answered the Committee's questions. Discussion ensued among the Committee and staff. Chair Perello asked staff for a report that identifies the location of failed meters and an inventory of the recycled meters. Report to be presented at a future committee meeting. No public comment received.

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

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2. Public Works Department

SUBJECT: Award Agreement to Alltech Industries, Inc. for Armed Security Services at the Water Campus.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8293 with Alltech Industries, Inc. in the amount not to exceed $334,466 for a two-year term ending March 15, 2023 for armed security services at the Water Campus.

Omar Castro, Water Division Manager answered the Committee's questions. Public comment was received from Ray Blattel. Discussion ensued among the Committee and staff.

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

3. Public Works Department

SUBJECT: Agreement for On-Call Channel Maintenance and Repair Services for Waterways Assessment Districts Specification SD 21-43.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council award and authorize the Mayor to execute Agreement A-8298 with Harbor Offshore, Inc. for an amount not to exceed $600,000 for a three-year term ending April 30, 2024 for on-call channel maintenance and repair services for Waterways Assessment Districts Zone 1 Mandalay Bay, Waterways Assessment District Zone 2 Harbour Island, Westport CFD 2 and Seabridge CFD 4.

Jeri Cooper, Public Works Project Manager answered the Committee's questions. No public comment received. Discussion ensued among the Committee and staff.

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

4. Public Works Department

SUBJECT: Water Infrastructure Finance and Innovation Act (WIFIA) Loan Application.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to adopt a resolution authorizing the City Manager to submit an application for an amount not to exceed $27,600,000 from the Water Infrastructure Finance and Innovation Act Loan program administered by the U.S. Environmental Protection Agency; designating the amount of project expenditures to be reimbursed by proceeds from the Water Infrastructure

DRAFT

Finance and Innovation Act loan; and dedicating and pledging revenues and funds for the repayment of the Water Infrastructure Finance and Innovation Act loan from the U.S. Environmental Protection Agency.

Tatiana Arnaout, City Engineer answered the Committee's questions. No public comment received. Discussion ensued among the Committee and staff.

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

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:15 p.m.

ROSE CHAPARRO City Clerk	BERT E. PERELLO Chair

DRAFT

M I N U T E S
OXNARD CITY COUNCIL
PUBLIC WORKS & TRANSPORTATION COMMITTEE
Regular Meeting
MARCH 9, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Bert Perello called to order the regular meeting of the Oxnard City Council Public Works Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Bert Perello and Member Vianey Lopez were present via videoconference. Member John Zaragoza was present in person.

Staff members present were Alexander Nguyen, City Manager; Paul Early, Assistant City Attorney; and Rose Chaparro, City Clerk. Staff members that participated via videoconference were Shiri Klima, Deputy City Manager; Craig Beck, Public Works Director; Steve Howlett, Assistant Public Works Director; Brian Yanez, Assistant Public Works Director; Tatiana Arnaout, City Engineer; Jeri Cooper, Public Works Project Manager; Todd Vasquez-Housley, Environmental Resources Division Manager; Timothy Bochum, City Traffic Engineer; and Juanita Guzman, Administrative Services Manager.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

1. Public comments were received from Pat Brown and Lawrence Stein.

C. CONSENT AGENDA (None.)

D. REPORTS

1. Public Works Department

SUBJECT: Update of the ReNew Oxnard Community Outreach Program and Collaborative Governance Guide for the City's Landscape Maintenance Districts.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council receive and file the staff report and update regarding the ReNew Oxnard Community Outreach Program and Collaborative Governance Guide for the City's Landscape Maintenance Districts.

Steve Howlett, Assistant Public Works Director and Jeri Cooper, Public Works Project Manager were available to answer the Committee's questions. Public comments were received from Douglas D. Partello, Alicia Percell, and Charles Hamm. Discussion ensued among the Committee and staff.

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

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2. Public Works Department

SUBJECT: Agreements for Professional Services for the Etting Road Bicycle & Pedestrian Facilities Installation PW 21-34 and the Oxnard Boulevard Bikeway Gap Closure Class I Bike Path PW 21-36 Projects.

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

1. Approve and authorize the Mayor to execute Agreement A-8300 with Huitt-Zollars, Inc. in the amount of $189,565 for Plans, Specifications and Estimates for the Etting Road Bicycle & Pedestrian Facilities Installation Project 203104; and
2. Approve and authorize the Mayor to execute Agreement A-8301 with Huitt-Zollars, Inc. in the amount of $139,873 for Plans, Specifications and Estimates for the Oxnard Boulevard Bikeway Gap Closure Class I Bike Path Project 213104; and
3. Approve a budget appropriation of $108,522 from Transportation Development Act Article 8a Fund 212 to Etting Road Bicycle & Pedestrian Facilities Installation Project 203104; recognize and appropriate $98,000 from State Active Transportation Program grant funds (Fund 210) and $55,861 from Transportation Development Act Article 8a Fund 212 to Oxnard Boulevard Bikeway Gap Closure Class I Bike Path Project 213104.

Tatiana Arnaout, City Engineer answered the Committee's questions. Public comments were received from Barbara Macri-Ortiz, Chris Hernandez, and Pat Brown. Discussion ensued among the Committee and staff.

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

3. Public Works Department

SUBJECT: Community Facilities Districts (CFDs) Reserve Studies.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council receive and file the reserve studies for Westport CFD 2, Seabridge CFD 4 and Riverpark CFD 5.

Steve Howlett, Assistant Public Works Director and Jeri Cooper, Public Works Project Manager answered the Committee's questions. No public comment was received. Discussion ensued among the Committee and staff.

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

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4. Public Works Department

SUBJECT: Agreement for Supplemental Waste Transfer Hauling Services for the Del Norte Regional Recycling and Transfer Station.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8291 with Eco Transport, LLC for an amount not to exceed $4,000,000 for a three-year term ending March 1, 2024 to provide supplemental waste transfer hauling services for the Del Norte Regional Recycling and Transfer Station.

Brian Yanez, Assistant Public Works Director and Todd Vasquez-Housley, Environmental Resources Division Manager answered the Committee's questions. Public comment was received from Pat Brown. Discussion ensued among the Committee and staff.

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

5. Public Works Department

SUBJECT: Channel Islands Water Quality and Quality Assurance Project Plan (QAPP) Report.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council receive and file a report on water quality monitoring efforts in the Channel Islands Harbor and provide staff with comments.

Steve Howlett, Assistant Public Works Director and Jeri Cooper, Public Works Project Manager answered the Committee's questions. No public comment was received. Discussion ensued among the Committee and staff.

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

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:58 p.m.

ROSE CHAPARRO City Clerk	BERT E. PERELLO Chair

DRAFT

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: June 22, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Amendments to On-Call Professional Services Agreements. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute the following Amendments totaling $1,250,000 for on-call professional service agreements:

1. First Amendment to Agreement 8699-19-PW with Filippin Engineering, Inc. to increase the contract by $150,000 for a new contract value amount of $400,000 with a term date of September 3, 2022;
2. First Amendment to Agreement 8795-19-PW with Casamar Group, LLC to increase the contract by $300,000 for a new contract value amount of $500,000 with a term date of October 14, 2022;
3. Second Amendment to Agreement 8256-18-PW with Twining, Inc. to increase the contract by $250,000 for a new contract value amount of $600,000 with a term date of December 31, 2021;
4. Second Amendment to Agreement A-8079 with Leighton Consulting, Inc. to increase the contract by $250,000 for a new contract value amount of $600,000 with a term date of December 31, 2021; and
5.Third Amendment to Agreement A-8177 with Encompass Consultant Group, Inc. to increase the contract by $300,000 for a new contract value amount of $800,000 with a term date of October 1, 2022.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/4y3GW03gKGs

BACKGROUND

The City requires on-call professional services through consultants for specialized engineering services in order to complete various projects including street and utility improvements, facility updates, survey, construction management, soils and materials testing, labor compliance among other engineering services and technical assistance. The City has limited staff and resources to perform these services internally and therefore utilizes these outside service agreements.

The success of completing capital projects depends on having enough funds in these contracts to execute the projects in an efficient and timely manner. At this time, staff anticipates the existing funding in these contracts to be depleted by this summer, therefore this request for additional contract amounts is intended to keep the projects moving forward.

DISCUSSION

These professional service agreements have a set fee schedule for the consultant services and work is assigned by task order after a quote is obtained for each assigned service. Each task order is then approved per current City standard practices.

Filippin Engineering, Inc. (Filippin) currently provides various services for the City under Agreement 8699-19-PW which was approved by City Council on September 3, 2019 in the amount of $250,000. A total of 6 task orders have been issued to Filippin under this Agreement primarily for construction management and inspection services. This Agreement with Filippin was originally for a three-year term ending September 3, 2022. At this time it is necessary to add additional funds in the amount of $150,000 in order to continue providing the needed services through the contract term and increase the contract value amount to $400,000.

Casamar Group, LLC (Casamar) currently provides various services for the City under Agreement 8795-19-PW which was approved by the City Manager in October of 2019 in the amount of $200,000. A total of 22 task orders have been issued to Casamar under this Agreement primarily for labor compliance monitoring services. This Agreement with Casamar was originally for a three-year term ending October 14, 2022. At this time it is necessary to add additional funds in the amount of $300,000 in order to continue providing the needed services through the contract term and increase the contract value amount to $500,000.

Twining, Inc. (Twining) currently provides various services for the City under Agreement 8256-18-PW which was approved by City Council on October 2, 2018 in the amount of $250,000. On February 16, 2021, City Council approved the First Amendment to extend the contract expiration date to December 31, 2021 and increase the contract amount to $350,000. A total of 6 task orders have been issued to Twining under this agreement primarily for materials and soils testing services. At this time it is necessary to add additional funds in the amount of $250,000 in order to continue providing the needed services through the contract term and increase the contract value amount to $600,000.

Leighton Consulting, Inc. (Leighton) currently provides various services for the City under Agreement A-8079 which was approved by City Council on October 2, 2018 in the amount of $250,000. On February 16, 2021, City Council approved the First Amendment to extend the contract expiration date to December 31, 2021 and increase the contract amount to $350,000. A total of 6 task orders have been issued to Leighton under this agreement primarily for materials and soils testing services. At this time it is necessary to add additional funds in the amount of $250,000 in order to continue providing the needed services through the contract term and increase the contract value amount to $600,000.

Encompass Consultant Group, Inc. (ECG) currently provides various services for the City under Agreement A-8177 which was approved by City Council on December 3, 2019 in the amount of $500,000. The City's Purchasing Manager approved the First and Second Amendments for contract language changes with no fiscal or term date impacts. A total of 16 task orders have been issued to ECG under this agreement primarily for civil design, survey and plan checking services. At this time it is necessary to add additional funds in the amount of $300,000 in order to continue providing the needed services through the contract term and increase the contract value amount to $800,000.

The tables below summarizes the contract amendments for Twining, Leighton, and ECG:

Table 1 - Twining

Twining, Inc. Agreement 8256-18-PW					
Agreement	**Authorizing Agent**	**Date Approved**	**Term Date**	**Contract Value Change**	**New Contract Value**
Original	City Council	October 2, 2018	June 30, 2021	NA	$250,000
First Amendment	City Council	February 16, 2021	December 31, 2021	+$100,000	$350,000
*Second Amendment**	*City Council*	*July 13, 2021*	*December 31, 2021*	*+$250,000*	*$600,000*

**Pending Council approval*

Table 2 - Leighton

Leighton Consulting, Inc. Agreement A-8079					
Agreement	**Authorizing Agent**	**Date Approved**	**Term Date**	**Contract Value Change**	**New Contract Value**
Original	City Council	October 2, 2018	June 30, 2021	NA	$250,000
First Amendment	City Council	February 16, 2021	December 31, 2021	+$100,000	$350,000
*Second Amendment**	*City Council*	*July 13, 2021*	*December 31, 2021*	*+$250,000*	*$600,000*

**Pending Council approval*

Table 3 - Encompass

Encompass Consultant Group, Inc. Agreement A-8177					
Agreement	**Authorizing Agent**	**Date Approved**	**Term Date**	**Contract Value Change**	**New Contract Value**
Original	City Council	December 3, 2019	October 1, 2022	NA	$500,000
First Amendment	Purchasing Manager	November 3, 2020	October 1, 2022	NA	NA
Second Amendment	Purchasing Manager	April 28, 2021	October 1, 2022	NA	NA
*Third Amendment**	*City Council*	*July 13, 2021*	*October 1, 2022*	*+$300,000*	*$800,000*

**Pending Council approval*

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total additional cost for these on-call professional services agreements is $1,250,000 and will be funded from various projects and funds dependent on budget availability. Work will be performed by task order based on the specific need and sufficient funding or project budget of the requesting department.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Filippin 1st Amendment 8699-19-PW
2. Filippin Engineering 8699-19-PW
3. Casamar 1st Amendment 8795-19-PW
4. Casamar 8795-19-PW
5. Twining 2nd Amendment 8256-18-PW
6. Twining 8256-18-PW Original and 1st Amendment

7. Leighton 2nd Amendment A-8079
8. Leighton A-8079 Original and 1st Amendment
9. ECG 3rd Amendment A-8177
10. ECG A-8177 Original, 1st and 2nd Amendments
11. Presentation

Agreement No. 8699-19-PW

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Filippin Engineering, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on September 3, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the Total Agreement Amount Not to Exceed of "$250,000" is hereby deleted and replaced with "$400,000."

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

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

Filippin Engineering, Inc.

Gino Filippin, President[2] Date

Janine Filippin, Secretary Date

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

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

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

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: September 3, 2019

(2) Consultant: Filippin Engineering, Inc.

(3) Services: On-Call Engineering Services

(4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above

(5) Agreement Ending Date: September 3, 2022

(6) Total Agreement Amount: $250,000

(7) City's Project Manager: Tatiana Arnaout

(8) Consultant's Project Manager: Gino Filippin

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

345 – E S. Fairview Avenue
Goleta, CA 93117
Attn: Gino Filippin, President

FOR CITY:

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Tatiana Arnaout, Interim City Engineer

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

gino@fecivil.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@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:

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

COUNCIL APPROVED
09-03-2019 I-8(2)
DATE

AGREEMENT FOR 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, for good and valuable consideration, 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.

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

9. 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.

10. 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.

11. 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 Consultant 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.

12. 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.

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

14. 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; or for other purposes relating to the Agreement. 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 or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section 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.

15. 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.

16. Hold Harmless, Defense and Indemnity.

a. 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.

b. 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.

c. 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 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. 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.

18. 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 18.

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 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or 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. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information 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.

d. 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.

e. 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.

f. 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.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

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

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

30. Force Majeure. Neither City nor 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.

31. 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.

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

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

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

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

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

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

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

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to 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.

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

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

Tim Flynn 9/3/19

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

ATTEST:

Michelle Ascencion 9/4/19

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

APPROVED AS TO FORM:

9/4/19

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

FILIPPIN ENGINEERING, INC.

Gino Filippin, President Date

Janine Filippin, Secretary Date

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

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.

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

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

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date 7-11-19

FILIPPIN ENGINEERING, INC.

Gino Filippin, President Date 7/11/19

Janine Filippini
Janine Filippin, Secretary Date 7/10/19

[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.

The City requires the following for any contract:

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- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility 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 of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Construction Management.
2. Constructability Review.
3. Oversight of Construction Surveying and Material Testing.
4. Pre-Job Coordination and Administration Activities.
5. Understanding of standard details and specifications from:
   a. Caltrans.
   b. Greenbook.
   c. APWA.
   d. AWWA.
   e. City of Oxnard.
   f. County of Ventura.

6. Experience in documentation of activities through Daily Inspection Logs.
7. Construction Safety Orders.
8. Best Management Practices.
9. Inspection of:
   a. Traffic Control.
   b. Storm Water Prevention Measures.
   c. General Street Construction.
   d. Underground Utility Construction.
   e. Traffic Signal Installation.
   f. Landscaping and Irrigation Installation.
   g. Street Striping.
   h. Pipeline installation: sewer, recycled and potable.
   i. Wastewater projects.
   j. Water supply projects.
   k. Electrical.
   l. Architectural.
   m. Major building renovations.

10. Ability to work with utilities and public agencies in and adjacent to the City of Oxnard.
11. Understanding of environmental regulations relevant to construction activities.
12. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects
13. Additional professional services offered by Consultant.

RATES AND COSTS EXHIBIT

Engineering		**Construction Management**	
Engineering Technician	$ 85.00	Assistant Construction Manager	$ 145.00
Senior Engineering Technician	$ 105.00	Associate Construction Manager	$ 158.00
		Senior Construction Manager	$ 178.00
Junior Engineer	$ 138.00	Principal Construction Manager	$ 188.00
Assistant Engineer	$ 142.00	Senior Construction Inspector (PW)	$ 140.00
Associate Engineer	$ 148.00	Chief Inspector/Owner's Rep (PW)	$ 145.00
Senior Engineer	$ 178.00	(PW) Prevailing Wage	
Principal Engineer	$ 188.00		

General			
Technical/Clerical Support	$ 78.00	Sub-Consultant	Cost + 10%
Office Engineer	$ 98.00	Reimbursable Expenses	Cost + 5%
Senior Program Manager	$ 180.00	Outside Consultant	Cost + 10%

Note 1: Reimbursable expenses include postage, shipping, outside plot and copy reproduction costs.

Note 2: On prevailing wage assignments, overtime rates for construction inspection = 1.3 X regular rate. Double time rates = 1.5 X regular rates. Overtime will not be performed unless authorized in writing by the client. Overtime is incurred as defined on the prevailing wage determination for construction inspector.

Note 3: Prevailing wage rates subject to change each year for multiple year contracts in conjunction with labor increases required by law.

Note 4: For mulityear agreements rates will increase at 2% each year other than prevailing wage as noted above.

PROFESSIONAL STAFF	**HOURLY RATE**
Staff Professional	$ 125
Senior Staff Professional	$ 135
Project Professional	$ 145
Senior Project Professional	$ 155
Senior Professional	$ 170
Associate	$ 185
Principal	$ 215
Senior Principal	$ 240

TECHNICAL AND OFFICE STAFF	
Field Technician/Inspector - Non-Prevailing Wage, Straight Time	$ 95
Field Technician/Inspector - Prevailing Wage, Straight Time	$ 105
Construction Inspector	$ 110
Construction Services Manager	$ 150
Engineering Assistant	$ 110
Office Assistant	$ 70
Word Processor/Clerical	$ 75
Laboratory Technician	$ 75
Technical Assistant/Illustrator	$ 80
Illustrator II	$ 85
CADD Operator	$ 95
GIS Technician	$ 95
HSE Manager	$ 160

Overtime Rates for Technical and Office Staff:

a. Saturday or over 8 hours/day during weekdays ..... 1.5 x straight time
b. Saturdays over 8 hours or Sundays/holidays ..... 2.0 x straight time
c. Swing or graveyard shift premium ..... 1.3 x straight time

HARDWARE/SOFTWARE INTERPRETIVE PROGRAMS

SMT/Fledermaus ..... $ 25/hr
GIS/ACAD ..... $ 25/hr
Finite Element/Finite Difference Packages ..... $ 25/hr

OTHER DIRECT CHARGES

Field vehicle with sampling & logging equipment ..... $ 200/day
Basic company vehicle ..... $ 100/day
Fee Schedule is subject to periodic revision, typically at the first of the year.

LABORATORY AND SPECIALTY TESTING AND EQUIPMENT ..... See Separate Schedules

2.0 **Reimbursable Expenses.** Expenses, other than personnel time charges, that are directly attributable to the performance of our professional services are billed either under separate fee schedules or as follows:

2.1 Transportation in personal vehicles at Internal Revenue Service rates.

2.2 Authorized travel expenses at cost plus 10 percent.

2.3 Direct project expenses, other than travel, including, but not limited to, sample shipment, subcontractors, and outside reproduction, cost plus 10 percent.

2.4 Time of external personnel retained for the project is charged at an assigned billing rate comparable to others in our company of corresponding expertise and experience.

3.0 **Other Services.** Projects may require other services, such as: field exploration, field or laboratory testing, or specialized computer services, which are not covered by this schedule. Fee schedules for other services can be provided upon request.

4.0 The above hourly rates apply for California, U.S.A. based projects.

CALIFORNIA PROJECTS
LABORATORY AND MATERIALS TESTING

CLASSIFICATION TESTS

Moisture Content (ASTM D2216)	$ 25
Moisture and Density (ASTM D2937)	$ 40
- add for shelby tube with above tests	$ 25
Reaction with HCl (ASTM D2488)	$ 10
Irregular Shape Density (USACE)	$ 55
Plastic and Liquid Limits, wet prep, 3 point LL (ASTM D4318)	$ 170
Specific Gravity (ASTM D854)	$ 120
Organic Content (ASTM D2974)	$ 100
Sand Equivalent (ASTM D2419)	$ 95
Sieve Analysis, up to 8 sieves (ASTM D422)	$ 120
- add for each additional sieve in stack	10
- add for coarse fraction (>#4 sieve)	$ 60
Percent Passing #200 Sieve (ASTM D1140)	$ 80
Hydrometer and Sieve (ASTM D422)	$ 165
Processing Clay Shales (USACE)	$ 75

Tests listed above include classification (ASTM D2488 or D2487)

VOLUME CHANGE TESTS

Incremental Consolidation (ASTM D2435)	
- up to 8 load increments	$ 300
- additional load increment	$ 30
Constant Rate of Strain Consolidation	
- to 16 ksf max (ASTM D4186)	$ 425
- with intermediate rebound and reload	$ 500
Expansion Index (ASTM D4829/UBC 29-1)	$ 235
Swell and Collapse Tests	
- wet after load, 4 point (ASTM D4546-A)	$ 600
- wet after load, 1 point (ASTM D4546-B)	$ 160
- load after wet, 1 point (ASTM D4546-C)	$ 200

STATIC STRENGTH TESTS

Hand Penetrometer	$ 15
Torvane	$ 25
Miniature Vane (ASTM D4648)	$ 50
Miniature Vane with Residual	$ 55
Unconfined Compression	
- Soil (ASTM D2166)	$ 110
- Rock, excludes strain (ASTM D7012-C)	$ 140
- Rock, with axial strain (ASTM D7012-D)	$ 210
- add for radial strain	$ 125
Triaxial Compression	
- Unconsolidated Undrained (ASTM D2850)	$ 145
- add for back pressure saturation	$ 90
- *Consolidated Undrained with pore pressure measurements, per point (ASTM D4767)	$ 440
- *Consolidated Drained, per point (USACE)	$ 650
Direct Shear, 3 points, (ASTM D3080)	$ 435
- add for residual strength, per point	$ 50
Point Load Index (ASTM D5731)	$ 60

*Multiply single point rate by 2 for up to 3 stages of consolidated, drained or undrained staged triaxial tests

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, 2-3" Dia. (ASTM D2434)	$ 290
Constant Head, 6" Dia. Includes remolding (ASTM D2434)	$ 375
Flexible Wall (ASTM D5084)	$ 290
- add for additional effective stress	$ 100

CLAY PROPERTIES & CHEMISTRY TESTS

Double Hydrometer (ASTM D4221)	$ 290
Pinhole Dispersion (ASTM D4647)	$ 270
Crumb Test (ASTM 6572)	$ 45
X-Ray Diffraction	$ 300
Soil Chemistry For Corrosion	
(pH, chloride, sulfate, resistivity)	$ 250
pH (soil or water)	$ 30

EARTHWORK TESTS

Standard Proctor, 4 points (ASTM D698)	
- 4-inch mold	$ 210
- 6-inch mold	$ 245
Modified Proctor, 4 points (ASTM D1557)	
- 4-inch mold	$ 240
- 6-inch mold	$ 275
California Impact Compaction (Cal 216)	$ 250
Moisture - Density Check Point	
- 4-inch mold	$ 80
- 6-inch mold	$ 105
- add for rock correction for above	$ 90
Cement/ Lime Treatment	
- Moisture/Density Relation (ASTM D558)	$ 280
- Wet & Dry Cycles, 2 spec., (ASTM D559)	$ 510
- Strength, w/ molding, (ASTM D1633)	$ 95
- Est. pH for Stabilization, (ASTM D6276)	$ 210
Index Density and Unit Weight (ASTM D4253)	
Maximum	$ 315
Minimum	$ 135
R-Value (ASTM D2844/Cal 301)	$ 310
Treated Soil	$ 325
Aggregate Base	$ 335
Base with Admixture	$ 350
CBR, per point (ASTM D1883)	$ 340
Proctor Compaction with above CBR	$ 210
Surcharge for Admixture	$ 50
Sample Preparation for Soil with PI>20	$ 55

AGGREGATE TESTS

Sieve Analysis (ASTM C136/Cal202)	
- Coarse Aggregate	$ 70
- add for samples > 5000g	$ 30
- Fine Aggregate	$ 120
Sand Equivalent (ASTM D2419/Cal 217)	$ 95

Cleanness Value (ASTM C142/Cal 227) ..... $ 150
Durability Index (ASTM C3744/Cal 229)
- Coarse Fraction ..... $ 140
- Fine Fraction ..... $ 140

Specific Gravity & Absorption
- Coarse Aggregate (ASTM C127/Cal206) ..... $ 80
- Fine Aggregate (ASTM C128/Cal 207) ..... $ 125

% Crushed Particles, per fraction
(ASTM D5821/Cal 205) ..... $ 100
Flat & Elongated Particles (ASTM D4791) ..... $ 180
Uncompacted Void Content of Fine Aggregate (AASHTO T304) ..... $ 200
Moisture Content (ASTM C566) ..... $ 60
Sulfate Soundness, per fraction
(ASTM C88/Cal 214) ..... $ 125
L.A. Abrasion 500 rev. (ASTM C131/Cal 211) ..... $ 215
Percent Passing #200 Sieve (ASTM C117) ..... $ 85
Unit Weight and Voids (ASTM C29/Cal 212) ..... $ 95
Organic Impurities (ASTM C40) ..... $ 50

ASPHALT CONCRETE TESTS

Stabilometer Value (ASTM D1560/Cal 366) ..... $ 160
Lab Compacted Unit Weight
- each briquette (Cal 304/Cal 308) ..... $ 110
- surcharge for rubberized AC ..... $ 20

Unit Weight of AC Cores (Cal 308) ..... $ 65
Theoretical Max. S.G. (Cal 309) ..... $ 150
Extraction and Sieve (ASTM D2172/D5444) ..... $ 315
Asphalt Content by Ignition (Cal 382) ..... $ 150
Calibration Curve for Ignition Test ..... $ 300
Slurry Wet Track Abrasion (ASTM D3910) ..... $ 70

CONCRETE, MASONRY, AND STEEL TESTS

Concrete Compression
- Each 6x12 or 4x8 Cylinder (ASTM C39) ..... $ 30
- Add for Elastic Modulus (ASTM C469) ..... $ 185
- Hold or Additional Test ..... $ 30
- Light Weight Concrete (CTM 548) ..... $ 40

Cylinder Molds with Lids ..... $ 8
Compression of Core (ASTM C42) ..... $ 90
Shrinkage of Mortar and Concrete 3 Bars
(ASTM C157) ..... $ 440
Unit Weight of Concrete Cylinders
- Air-Dried ..... $ 30
- Oven-Dried ..... $ 40

Shotcrete Panel, Lab Coring & Compression
- 3 cores (ASTM C42) ..... $ 375

Grout and Mortar Compression (ASTM C39)
- Grout ..... $ 45
- Mortar ..... $ 35

Composite Prism Compression (ASTM E447)
- 8x8 ..... Quote
- 8x12 ..... Quote
- 8x16 ..... Quote

CMU Block Compression (ASTM C140) ..... Quote
CMU Absorption & Moisture (ASTM C140) ..... $ 95
Concrete Moisture Emission Test Kit, each ..... $ 60
Rebar - Tensile and Bend (ASTM A-370) ..... Quote

MISCELLANEOUS LABORATORY TESTS AND CHARGES

Sample Remold Surcharge ..... $ 50
Special Processing ..... Hourly Rates
Extrude Tube Sample and Visually Classify ..... $ 70
Sample Tube Cutting, each cut ..... $ 25
Sample Preparation - Non-Routine ..... $ 100
Steel Drum - 55 Gallon with Lid ..... $ 80
Gas Powered Generator ..... $ 80
Shelby Tube with Caps ..... $ 45
Addition of Soil Admixtures and Curing ..... $ 95
Capping of Strength Test ..... $ 40
Weight of Roofing Materials (ASTM D2829) ..... $ 50
Density of Sprayed Fireproofing Materials ..... $ 60
Static Friction Test
- Per Surface Location (ASTM C1028) ..... $ 375

Coring Equip/Bit Charge, per half day ..... $ 85
Bit Charge - Difficult Materials, per half day ..... $ 100
Specimen End Prep
- Less than 4" Diameter, per cut ..... $ 12
- 4" to 8" Diameter, per cut ..... $ 18

Special Capping of Specimen ..... $ 40
Patch or Grout Core Hole ..... $ 35
Photograph of Sample ..... $ 40
Additional Copies of Photographs ..... Cost + 15%
Local Site Pick up of Bulk or AC Sample
- within 30-mile radius, per sample ..... $ 60

NOTES:

1) Fugro Consultants, Inc.'s laboratories are accredited or validated by AASHTO (R-18), Caltrans, USACE, DSA/(LEA).
2) The following are included at NO CHARGE:
   a) Visual classification, natural water content and density with all triaxial, direct shear, volume change, and hydraulic conductivity tests.
   b) Sample photographs for triaxial, hydraulic conductivity, and PLI tests.
3) Rates for other tests and test variations, including mix designs, can be furnished on request.
4) Rush assignments are subject to a 25% surcharge. Weekend or Holiday test assignments are subject to a 50% surcharge.
5) Testing for contaminated samples (EPA Level C & D) will be invoiced at 1.5 times listed rates.
6) Shipping or other outside costs at cost +15%.
7) Reusable thin-walled tube shipping boxes (ASTM D4220) can be provided at no cost (except for shipping charges) for samples shipped to Fugro's laboratory for testing.
8) Please contact the laboratory prior to shipping international soils to make proper arrangements and obtain our foreign soil permit.
9) A surcharge of $1 per linear foot of test boring depth will be added to cover the cost of standard engineering field supplies including sample tubes and caps, stakes, etc.

Mini RAE (PID/LEL/CO_s) Detector	$	150/day
Dynamic or Stainless Steel Penetrometer	$	50/day
Brass or Stainless Steel Sample Sleeves	$	8/each
Use of 10 Modified Cal. Sleeves	$	30/box
Keyed-Alike Locks	$	25/each
55-gallon Drum	$	80/each
Field Filter	$	25/unit
Stainless Steel Hand-Auger Sampler	$	50/day
Teflon Tape - 4" roll	$	75/roll
Liquinox	$	23/bottle
Tyvek	$	15/each
Nitrile Gloves	$	20/box
Respirator Cartridges	$	10/set
Inclinometer Probe and Readout Device	$	185/day

Rotary Hammer	$	40/day
CPN Corp. Hydroprobe	$	75/day
Double-Ring Infiltrometer	$	75/day
Downhole Soil Samplers (2½-inch California liner, SPT)	$	75/day
Kernlevel	$	20/day
24-Channel Seismograph	$	1500/wk
Instantel Mini Mate Pro4 Vibration Monitor	$	150/day
Instantel Mini Mate Pro 6 Vibration Monitor	$	200/day
Larsen/Davis LXT Sound Monitor	$	120/day
Nuclear Gauge	$	50/day
Manometer	$	55/day
Asphalt/Concrete Patch		Cost +15%
Baroid Drilling Fluid Test Kit	$	30/day
Conductivity Probe (in situ)	$	55/day
Fisher TW-6 Metal Detector	$	50/day
Gas Powered 120v Generator	$	80/day
Peristaltic Pump	$	50/day
Positive Displacement Pump	$	25/day
Temperature-pH-Conductivity Meter	$	25/day
Pressure Transducer	$	75/day
Water Level Indicator	$	20/day
Water Sampling Pump (Bladder Pump or Electric Submersible)	$	200/day
Well Bailer - Standard	$	25/day
Well Bailer - Disposable	$	15/each
2-inch Diameter Water Meter	$	20/day
4-inch Diameter Water Meter	$	40/day
Well Cap 2"	$	22/each
Digital Camera	$	25/day
Field Computer	$	30/day
Subcontracted Specialty Equipment		Cost + 15%

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

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

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

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
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 No. 8795-19-PW

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Casamar Group, LLC ("Consultant"). This First Amendment amends the Agreement entered into on October 15, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the Total Agreement Amount Not to Exceed of "$200,000" is hereby deleted and replaced with "$500,000."

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

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

CASAMAR GROUP, LLC

Joseph Garcia, Manager[2] Date

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.

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: October 15, 2019

(2) Consultant: CASAMAR GROUP, LLC

(3) Services: Compliance Monitoring and Reporting Services

(4) Schedule of Services: N/A

(5) Agreement Ending Date: October 14, 2022

(6) Total Agreement Amount: $200,000

(7) City's Project Manager. Tatiana Arnaout, Acting City Engineer

(8) Consultant's Project Manager: Joe Garcia

(9) Insurance Coverage: INS-B

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
23335 Alamos Lane Newhall, CA 91321 Attn: Joe Garcia	305 W. Third Street East Wing, 3rd Floor Attn: Tatiana Arnaout

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
jgarcia@casamargroup.com	tatiana.arnaout@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:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☒ Insurance Exhibit (INS-B)

AGREEMENT FOR 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, for good and valuable consideration, 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.

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

9. 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.

10. 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.

11. 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 Consultant 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.

12. 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.

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

14. 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; or for other purposes relating to the Agreement. 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 or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section 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.

15. 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.

16. Hold Harmless, Defense and Indemnity.

a. 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.

b. 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.

c. 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 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. 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.

18. 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 18.

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 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or 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. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information 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.

d. 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.

e. 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.

f. 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.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

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

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

30. Force Majeure. Neither City nor 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.

31. 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.

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

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

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

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

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

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

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

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to 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.

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

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

10/22/2019

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

ATTEST:

n/a

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

APPROVED AS TO FORM:

10-7-19

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

CASAMAR GROUP, LLC

Joeseph Garcia, Manager[2] 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.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

CASAMAR GROUP, LLC

Digitally signed by Joe Garcia
DN: l=Newhall, st=CA, c=US, o=Casamar Group, LLC, cn=Joe Garcia
Date: 2019.10.14 09:06:52 -07'00'

Joeseph Garcia, Manager[2] 10/14/2019 Date

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

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

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

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

SCOPE OF SERVICES EXHIBIT

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. Projects will include, but not be limited to, public buildings, housing, public work infrastructure and such other facilities as may be required. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility 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 of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Prepare materials for and attend pre-bid and pre-construction conferences to explain labor standards requirements to contractors. Provide technical assistance to contractors, as needed, to aid in completion of payroll forms.
2. Provide the most current and applicable wage determination information and provide this to the City for each contract.
3. Establish and maintain payroll files in conformance with standards established by the City and grantor agencies.
4. Review certified payroll records, confirming the accuracy of those records and verify compliance of all federal and state required forms and submittals. Notify prime contractor and City of any deficiencies in wages, overtime compensation, incomplete or inaccurate records and/or incomplete statements of compliance. Follow up on delinquent payrolls and wage underpayment in accordance with grant agency and City requirements. Provide technical assistance to contractors, as needed, to assist in completion of payroll forms.
5. Assist the City with contractors' applications for progress payments.
6. Monitor receipt of documents required by federal grant agencies, e.g. certificate of employee authorization and statement of fringe benefits and apprentice programs.
7. Conduct site visits which will include field interviews with all contractors and subcontractors, observation reports and photos. Verify interview results against submitted payrolls. Site visits to be made at random, without providing prior notification to contractor or subcontractors.
8. Investigate complaints and perform audits as needed, communicating with complainants, contractors and other agencies.
9. Provide DBE/WBE and other Disadvantaged Business Enterprise Programs verification reports upon the request of the City.
10. Provide Title VI verification and reports upon the request of the City.
11. Review labor standard provisions of contract specifications upon the request of the City.
12. Provide technical assistance and training of City staff to perform monitoring functions as may be requested.
13. Prepare periodic report on status of labor compliance documents as requested.
14. Meet with grantor agency and other government representatives and be prepared to respond to compliance issues, as needed. Provide team support to ensure timely response to request for on-site support and compliance monitoring.
15. Provide information on how any fees, fines and penalties that may be levied against any contractor or subcontractor by any federal, state or local agency as a result of these monitoring services is administrated by your firm. Immediately inform City of changes or developments regarding issues of federal or state compliance.

16. Provide team support within geographic location to ensure timely response to requests for on-site support and compliance monitoring.
17. Provide final report and all documentation to the City for storage upon project closeout.
18. Additional professional services offered by Consultant.

RATES AND COSTS EXHIBIT

Job Title	Task Description(s)	Hourly Rate
Project Principal	*Project Team Executive Administration, oversight of final deliverables to Agency*	$168.40
Project Manager / *Senior Compliance Officer*	*Responsible for managing Project Team's execution of scope of service, maintaining schedule & budget*	$145.10
Compliance Analysts	*Responsible for reviewing and auditing payroll & related labor law records*	$72.60
DBE/WBE Coordinator	*Responsible for ensuring contractor compliance with DBE & Title VI requirements*	$88.03
CDBG "Section 3" Compliance Analyst	*Responsible for ensuring compliance with HUD Section 3 new/local hire requirements including federal reporting*	$72.60

INSURANCE EXHIBIT

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT 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. 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 affecting coverage required by this Exhibit INS-B. 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. 8795-19-PW
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 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. Consultant 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 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance 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 contractor 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 notes of cancellation.**

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. 8795-19-PW
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & 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 8795-19-PW
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.__ 8795-19-PW
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 No. 8256-18-PW

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Twining, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on July 1, 2018, by City and Consultant. This Agreement has been previously amended on February 16, 2021 by a First Amendment.

City and Consultant agree as follows:

1. In Section 14a of the Agreement, the not to exceed amount of "$350,000" is hereby deleted and replaced with "600,000."

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

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

TWINING, INC.

Steven Schiffer, Sr. Vice President[2] Date

Amy Owens, Secretary Date

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

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 1st day of July, 2018, by and between the City of Oxnard, a municipal corporation (**"City"**), and Twining, Inc. (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services for General On-Call Geotechnical Soils and Material Testing and Laboratory Services and Inspection Services, as per **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**). The City will request and assign work scopes as such work becomes available and each of these assignments are incorporated in full herein. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

COUNCIL APPROVED
10/02/2018
DATE

The Services shall be coordinated with the City Engineer (**"Manager"**), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to 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.

8. Time for Performance

The Services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates, Jeff Tawakoli, PE as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on, July 1, 2018, and expire on June 30, 2021.

13. Termination

a. This Agreement may be terminated by City with or without cause and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the

Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant with or without cause and at no cost to the Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $250,000 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein. Non-basic services will be paid at an agreed upon task order quote amount after approval by Manager.

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

c. The acceptance by Consultant of the final payment made under 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.

d. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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, its employees, subcontractors, agents and subconsultants.

e. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

f. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying services:

(1) Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

(2) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than

Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

b. If Consultant does not provide any architectural, landscape architectural, engineering or land surveying services as the Services in this Agreement:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless the Indemnified Party from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all Claims. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-**A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager

waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A.** Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-**A.

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. 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 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, 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.

26. Assignability of Agreement

Consultant agrees that 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. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that 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 not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

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 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. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Twining, Inc., 1879 Portola Road, Suite G, Ventura, CA 93003, Attention: Jeff Tawakoli, PE.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 W Third Street, 3rd Floor, Oxnard, California 93030, Attention: Robert Hearne.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page]

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

CITY OF OXNARD

Tim Flynn 10/2/18

☒ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

~~☒ Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)~~

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion 10/2/18

Michelle Ascencion, City Clerk (if agreement is $250,000.01 or more) — Date

APPROVED AS TO FORM:

7/31/18

Stephen M. Fischer, City Attorney (required for any agreement amount) — Date

APPROVED AS TO CONTENT:

5.30-18

Robert Hearne, Project Manager (required for any agreement amount) — Date

5-30-18

Rosemarie Gaglione, Public Works Director (required if agreement is $25,000.01 or more) — Date

APPROVED AS TO AMOUNT:

~~Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more)~~ — Date

NA

Jesus Nava, Assistant City Manager — Date

APPROVED AS TO INSURANCE:

NA

Mike More, Risk Manager (required for any agreement amount) — Date

TWINING, INC.

Robert Ryan, CEO — Date

Amy Owens, Secretary — Date

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.

PLEASE DO NOT REMOVE THIS BOX

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

CITY OF OXNARD

☐ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

☒ Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion, City Clerk (if agreement is $250,000.01 or more) — Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (required for any agreement amount) — Date

APPROVED AS TO CONTENT:

Robert Hearne, Project Manager (required for any agreement amount) — Date

Rosemarie Gaglione, Public Works Director (required if agreement is $25,000.01 or more) — Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more) — Date

Jesus Nava, Assistant City Manager — Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required for any agreement amount) — Date

TWINING, INC.

~~Robert Ryan, CEO~~ Steven Schuffer, VP — 8-24-18 Date

~~Amy~~ Owens, Secretary — 8-28-18 Date

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.

PLEASE DO NOT REMOVE THIS BOX

EXHIBIT A
ON-CALL SERVICES
SOILS & MATERIAL TESTING & INSPECTION SERVICES
SCOPE OF SERVICES

SCOPE OF SERVICES

Using the hourly fee rate amount and from that rate, a lump sum amount for the entire duration of each project/task order, which will include but not limited to the following services:

a. Testing services as assigned for complete projects/tasks, before construction, during construction, and post construction. Assist the City in obtaining any required permits related to this Service.
b. Inspection services, including but not limited to, specialty construction, deputy inspector and welding inspector before construction, during construction, and post construction; and including any requirements to provide inspections and testing at material manufacturing locations; as assigned for complete project/tasks.
c. Obtain approval of any required permits, City, County, and State for this service.
d. Provide quality control.
e. Provide cost estimates for all related services to perform project/task order.
f. Perform analysis and provide reports of any and all samples of soils and materials, compaction results, and inspection results per project/task.
g. Review and assist in answering any RFI (request for information) that may be related to such samples and testing and inspection services.
h. Maintain good record keeping.
i. Provide a schedule of each tasks, overall schedule, and reporting process.
j. Keep communication as required with City staff and consultants.
k. Other related duties as required by City staff related to these services.

SERVICE OVERVIEW

The Consultant must have access to qualified, trained and where required, certified and/or licensed personnel to accomplish these services on an on-call as needed basis. Consultant must be able to provide such personnel in a timely manner, usually within a 24-hour window, but may on occasion need to provide on a call-out basis. The Consultant shall be responsible for the submittal and approval of its qualified personnel and procedures to be used under this Agreement to City staff prior to any initial work taking place under this Agreement. The Consultant shall be responsible for providing any and all copies of licenses, certifications and other such required documentation of proof of qualification, training and licensing of personnel to be used under this Agreement.

Welding Inspector(s) must have excellent knowledge of welding processes including, but not limited to, SMAW, GTAW and GMAW (mig/tig), FCAW, PAC, SAW, OSW, LBW, ESW, Resistance, brazing and soldering, oxygen and acetylene cutting; have ability to interpret codes and manufacturing standards AWS, ASME, AISI, ANSI, API 1104,B31.1, AWS D1.1, ASME IX, V, VIII, and II A,B,C,E; Boiler and pressure vessel code; and ASTM; vast knowledge of welding drawings, symbols, welding procedures, qualifications, welding specifications, NDE methods, PT,

MT.RT, and UT. Personnel to be used for this Service must be listed as either SCWI, CWI or CAWI, as required for the assigned work scope, with the applicable licenses or certifications provided.

Agreement No. 8256-18-PW

EXHIBIT B
COMPENSATION RATES
Fee Schedule for Basic Routine Services

Basic Personnel, Test, Equipment & Standard Items:

MINIMUM CALL OUT RATE	RATES
2 Hr.	Group 3 only - $116
4 hr.	Group 3 only - $116
EQUIPMENT	
Truck	
Daily Rate	$ 55.00
Hourly	$ 20.00
Mileage Charge	$ 0.58
PERSONNEL	
Principal	$ 185.00
Sr. Engineer	$ 160.00
Staff Geologist	$ 135.00
(Prevailing Wages Apply To the Following)	
Technician 1- Soil/ Concrete	$ 100.00
Technician 2- PW Inspector/ Batch Plant/Special Inspector	$ 110.00
Technician 3- Non Destructive Testing	$ 120.00
TEST	
4" Curb- Max Density	$ 185.00
6" Curb- Max Density	$ 210.00
SOIL	
Sand Equivalent	$ 115.00
Sieve Analysis	$ 110.00
Passing 200 Wash	$ 80.00
Sieve With Hydrometer Analysis	$ 185.00
R Value:	$ 310.00
E.I. - Expansion Index	$ 160.00
SLURRY SEAL	
Wet Track Abrasion Test	$ 150.00
ASPHALT	
LTMD- Bulk Max Density 308	$ 210.00
Theoretical Max Specific Gravity 309	$ 150.00

Extraction & Gradiation	$	200.00
Stable Meter S Value	$	150.00
Ignition Oven Value	$	175.00
Core Density Test	$	48.00
CONCRETE		
Concrete Compression Test-		
4" x 8"	$	22.00
6" x 12"	$	25.00
cylinder pick-up	$	12.50
MASONRY		
Compression Strength Grout	$	30.00
Compression Strength Mortar	$	30.00
Compression Strength Prism	$	160.00

EXHIBIT C: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Contractor must immediately notify City.
8. Contractor is not qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

City of Oxnard
Insurance Compliance
Reference No. 8256-18-PW
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

5/18

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/ $500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. 8256-18-PW
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 No. 8256-18-PW

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

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

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

Name: _____
Address:

Telephone: (_____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an *unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or* volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No8256-18-PW
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: _____

SUBMIT IN DUPLICATE

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

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

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 No8256-18-PW
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 No. 8256-18-PW

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 16 day of Feb., 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Twining, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 1, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2021," is hereby deleted and replaced with the date, "December 31, 2021."

2. In Section 14a of the Agreement, the not to exceed amount of "$250,000" is hereby deleted and replaced with "350,000."

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

[Signatures on next page]

COUNCIL APPROVED
2/16/2021 J2(3)
DATE

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

CITY OF OXNARD

John Zaragoza 2-16-2021

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

R. Chaparro 2/16/21

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

APPROVED AS TO FORM:

for 1-18-21

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

TWINING, INC.

Steven Schiffer, Sr. Vice President[2] Date

Amy Owens, Secretary Date

---

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

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

- For a corporation, the signatures of the Board President, CEO or Vice President <u>and</u> 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.

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

CITY OF OXNARD

2-19-2021

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

2/16/21

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

APPROVED AS TO FORM:

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

TWINING, INC.

January 18, 2021

Steven Schiffer, Sr. Vice President[2] Date

January 19, 2021

Amy Owens, Secretary Date

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

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

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

Agreement No. A-8079

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Leighton Consulting, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on July 1, 2018, by City and Consultant. This Agreement has been previously amended on February 16, 2021 by a First Amendment.

City and Consultant agree as follows:

1. In Section 14a of the Agreement, the not to exceed amount of "$350,000" is hereby deleted and replaced with "$600,000."

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

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

LEIGHTON CONSULTING, INC.

Thomas C. Benson, Jr., PE, GE, President and CEO[2] Date

Terry Brennon, CFO 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.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 1st day of July, 2018, by and between the City of Oxnard, a municipal corporation (**"City"**), and Leighton Consulting, Inc., (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services for General On-Call Geotechnical Soils and Material Testing and Laboratory Services and Inspection Services, as per **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**). The City will request and assign work scopes as such work becomes available and each of these assignments are incorporated in full herein. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

COUNCIL APPROVED 10/02/2018 LB
DATE

The Services shall be coordinated with the City Engineer (**"Manager"**), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to 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.

8. Time for Performance

The Services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates, Gareth Mills as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on, July 1, 2018, and expire on June 30, 2021.

13. Termination

a. This Agreement may be terminated by City with or without cause and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the

Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant with or without cause and at no cost to the Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $250,000 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein. Non-basic services will be paid at an agreed upon task order quote amount after approval by Manager.

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

c. The acceptance by Consultant of the final payment made under 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.

d. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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, its employees, subcontractors, agents and subconsultants.

e. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

f. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying services:

(1) Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

(2) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than

Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

b. If Consultant does not provide any architectural, landscape architectural, engineering or land surveying services as the Services in this Agreement:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless the Indemnified Party from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all Claims. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-**A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager

waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-**A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-**A.

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. 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 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, 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.

26. Assignability of Agreement

Consultant agrees that 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. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that 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 not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

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 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. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Leighton Consulting, Inc., 56 East Main Street, Suite 207, Ventura, Ca 93001 , Attention: Gareth Mills.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 W Third Street, 3rd Floor, Oxnard, California 93030, Attention: Robert Hearne.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page]

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

CITY OF OXNARD

Tim Flynn 10/2/18

☒ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

☒ ~~Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)~~

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion 10/2/18

Michelle Ascencion, City Clerk — Date
(if agreement is $250,000.01 or more)

APPROVED AS TO FORM:

7/31/18

Stephen M. Fischer, City Attorney — Date
(required for any agreement amount)

APPROVED AS TO CONTENT:

5.30.18

Robert Hearne, Project Manager (required for any agreement amount) — Date

5.30.18

Rosemarie Gagliene, Public Works Director (required if agreement is $25,000.01 or more) — Date

APPROVED AS TO AMOUNT:

~~Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more)~~ — ~~Date~~

~~Jesus Nava, Assistant City Manager~~ — ~~Date~~

APPROVED AS TO INSURANCE:

n/a

Mike More, Risk Manager (required for any agreement amount) — Date

LEIGHTON CONSULTING, INC.

Thomas C. Benson, Jr., PE, GE — Date
President and CEO

Terry Brennon — Date
CFO

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.

PLEASE DO NOT REMOVE THIS BOX

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

CITY OF OXNARD

☐ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

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☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion, City Clerk (if agreement is $250,000.01 or more) — Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (required for any agreement amount) — Date

APPROVED AS TO CONTENT:

Robert Hearne, Project Manager (required for any agreement amount) — Date

Rosemarie Gaglione, Public Works Director (required if agreement is $25,000.01 or more) — Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more) — Date

Jesus Nava, Assistant City Manager — Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required for any agreement amount) — Date

LEIGHTON CONSULTING, INC.

Thomas C. Benson, Jr., PE, GE — Date 8/16/2018
President and CEO

Terry Brennon — Date 8.20.2018
CFO

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.

PLEASE DO NOT REMOVE THIS BOX

EXHIBIT A
ON-CALL SERVICES
SOILS & MATERIAL TESTING & INSPECTION SERVICES
SCOPE OF SERVICES

SCOPE OF SERVICES

Using the hourly fee rate amount and from that rate, a lump sum amount for the entire duration of each project/task order, which will include but not limited to the following services:

a. Testing services as assigned for complete projects/tasks, before construction, during construction, and post construction. Assist the City in obtaining any required permits related to this Service.
b. Inspection services, including but not limited to, specialty construction, deputy inspector and welding inspector before construction, during construction, and post construction; and including any requirements to provide inspections and testing at material manufacturing locations; as assigned for complete project/tasks.
c. Obtain approval of any required permits, City, County, and State for this service.
d. Provide quality control.
e. Provide cost estimates for all related services to perform project/task order.
f. Perform analysis and provide reports of any and all samples of soils and materials, compaction results, and inspection results per project/task.
g. Review and assist in answering any RFI (request for information) that may be related to such samples and testing and inspection services.
h. Maintain good record keeping.
i. Provide a schedule of each tasks, overall schedule, and reporting process.
j. Keep communication as required with City staff and consultants.
k. Other related duties as required by City staff related to these services.

SERVICE OVERVIEW

The Consultant must have access to qualified, trained and where required, certified and/or licensed personnel to accomplish these services on an on-call as needed basis. Consultant must be able to provide such personnel in a timely manner, usually within a 24-hour window, but may on occasion need to provide on a call-out basis. The Consultant shall be responsible for the submittal and approval of its qualified personnel and procedures to be used under this Agreement to City staff prior to any initial work taking place under this Agreement. The Consultant shall be responsible for providing any and all copies of licenses, certifications and other such required documentation of proof of qualification, training and licensing of personnel to be used under this Agreement.

Welding Inspector(s) must have excellent knowledge of welding processes including, but not limited to, SMAW, GTAW and GMAW (mig/tig), FCAW, PAC, SAW, OSW, LBW, ESW, Resistance, brazing and soldering, oxygen and acetylene cutting; have ability to interpret codes and manufacturing standards AWS, ASME, AISI, ANSI, API 1104,B31.1, AWS D1.1, ASME IX, V, VIII, and II A,B,C,E; Boiler and pressure vessel code; and ASTM; vast knowledge of welding drawings, symbols, welding procedures, qualifications, welding specifications, NDE

methods, PT, MT.RT, and UT. Personnel to be used for this Service must be listed as either SCWI, CWI or CAWI, as required for the assigned work scope, with the applicable licenses or certifications

EXHIBIT B
COMPENSATION RATES
Fee Schedule for Basic Routine Services

Basic Personnel, Test, Equipment & Standard Items:

MINIMUM CALL OUT RATE	RATES
2 Hr.	Group 3 only - $116
4 hr.	Group 3 only - $116
EQUIPMENT	
Truck	
Daily Rate	$ 55.00
Hourly	$ 20.00
Mileage Charge	$ 0.58
PERSONNEL	
Principal	$ 185.00
Sr. Engineer	$ 160.00
Staff Geologist	$ 135.00
(Prevailing Wages Apply To the Following)	
Technician 1- Soil/ Concrete	$ 100.00
Technician 2- PW Inspector/ Batch Plant/Special Inspector	$ 110.00
Technician 3- Non Destructive Testing	$ 120.00
TEST	
4" Curb- Max Density	$ 185.00
6" Curb- Max Density	$ 210.00
SOIL	
Sand Equivalent	$ 115.00
Sieve Analysis	$ 110.00
Passing 200 Wash	$ 80.00
Sieve With Hydrometer Analysis	$ 185.00
R Value:	$ 310.00
E.I. - Expansion Index	$ 160.00
SLURRY SEAL	
Wet Track Abrasion Test	$ 150.00
ASPHALT	
LTMD- Bulk Max Density 308	$ 210.00
Theoretical Max Specific Gravity 309	$ 150.00

Extraction & Gradiation	$	200.00
Stable Meter S Value	$	150.00
Ignition Oven Value	$	175.00
Core Density Test	$	48.00
CONCRETE		
Concrete Compression Test-		
4" x 8"	$	22.00
6" x 12"	$	25.00
cylinder pick-up	$	12.50
MASONRY		
Compression Strength Grout	$	30.00
Compression Strength Mortar	$	30.00
Compression Strength Prism	$	160.00

EXHIBIT C: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Contractor must immediately notify City.
8. Contractor is not qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8079
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

5/18

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/ $500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._ A-8079_
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 No. A-8079

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

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

Name: ____
Address:

Telephone: (____)____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No A-8079
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature ____
(original signature required)

Telephone: (____)_____ Date Signed: _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
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 A-8079
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 No. A-8079

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 16 day of Feb., 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Leighton Consulting, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 1, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2021," is hereby deleted and replaced with the date, "December 31, 2021."

2. In Section 14a of the Agreement, the not to exceed amount of "$250,000" is hereby deleted and replaced with "$350,000."

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

[Signatures on next page]

COUNCIL APPROVED
2/16/2021 J7(2)
DATE

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

CITY OF OXNARD

John Zaragoza Feb. 16, 2021

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

R. Chaparro 2/16/21

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

APPROVED AS TO FORM:

for 1-13-21

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

LEIGHTON CONSULTING, INC.

Thomas C. Benson, Jr., PE, GE, President and CEO[2] Date

Terry Brennon, CFO 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 <u>and</u> of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Agreement No. A-8079

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

CITY OF OXNARD

Feb. 16, 2021

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

2/16/21

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

APPROVED AS TO FORM:

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

LEIGHTON CONSULTING, INC.

January 15, 2021

Thomas C. Benson, Jr., PE, GE, President and CEO[2] Date

1.15.2021

Terrance M Brennan, CFO 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 <u>and</u> of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Agreement No. A-8177

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Encompass Consultant Group, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on October 1, 2019, by City and Consultant. This Agreement has been previously amended on November 3, 2020 by a First Amendment and on April 28, 2021 by a Second Amendment.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the Total Agreement Amount Not to Exceed of "$500,000" is hereby deleted and replaced with "$800,000."

2. All references to Rates and Costs Exhibit A-1 are deleted and replaced with the attached Rates and Costs Exhibit A-2.

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

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

ENCOMPASS CONSULTANT GROUP, INC.

Glen H. Pace, CEO[2] Date

James Fallon, Secretary Date

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

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

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

RATES AND COSTS EXHIBIT A-2
ENCOMPASS CONSULTANT GROUP
RATE SHEET

Engineering

Designer	$95
Senior Designer	$125
Assistant Engineer I	$110
Assistant Engineer II	$125
Associate Engineer	$140
Senior Engineer I	$155
Senior Engineer II	$165
Principal Engineer	$185

General

Technical/Clerical Support	$65
Testimony (Trial or Deposition)	2.5 x Hourly Rate
Special Consultant	$190
(Principal with specialized skills in engineering, geomatics or planning)	
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

Geomatics (Surveying & Mapping)

Assistant Surveyor I	$110
Assistant Surveyor II	$125
Associate Surveyor	$140
Senior Surveyor I	$155
Senior Surveyor II	$165
Principal Surveyor	$185
One-Man Survey Crew	$165
Two-Man Survey Crew	$235
Three-Man Survey Crew	$290
One-Man Survey Crew (Prevailing Wage)	$180
Two-Man Survey Crew (Prevailing Wage)	$260
Three-Man Survey Crew (Prevailing Wage)	$365

SUBCONSULTANT BILLING RATES

AE Group Mechanical Engineers, Inc.

Classification	Hourly Rate
Registered Mechanical Engineer	$210
Mechanical Engineering Assistants	$165

Note: These are the rates in effect in 2020, and are subject to change in the future.

Budlong & Associates, Inc.

Classification	Hourly Rate
Principal	$185
Project Manager/Sr. Engineer/Sr. Designer	$175
Designer	$160
BIM / Revit	$120
CAD	$105
Administrative	$80
Commissioning (Cx)	$160

Note 2: Rates subject to general revision 01/01/2021

Lucci & Associates, Inc.

Classification	Hourly Rate
Principal	$205
Project Manager	$195
Project Engineer	$165
Design Engineer	$145
Drafter	$115
Word/Data Processing	$85

SUBCONSULTANT BILLING RATES

Hamner, Jewell, & Associates

Classification	Hourly Rate
Managing Senior Associate	$286
Senior Associates II	$145-190
Senior Associates I	$140-165
Associates II (Acquisition/Relocation)	$120-140
Associates I (Acquisition/Relocation)	$95-120
Contract Administrators	$120-150
Project Coordinators	$95-135
Transaction/Escrow Coordinators	$85-110
Transaction Assistants	$60-75
Assistants/Clerical Support	$40-50
Appraisers	Lump Sum Fee per Appraisal Assignment

Jordan, Gilbert & Bain Landscape Architects, Inc.

PERSONNEL CHARGES	Hourly Rate
Principal Landscape Architect	$145.00
Associate Landscape Architect	$120.00
Drafter / CAD	$90.00
Certified Arborist	$100.00
Clerical	$45.00
REIMBURSABLE EXPENSES	
Printing Fees	Actual Cost +15%
Approved Consulting Fees	
When In Addition to Task Work	Actual Cost +15%

Agreement No. **A-8177**

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: 10/01/2019

(2) Consultant: Encompass Consultant Group, Inc.

(3) Services: Providing On-Call Engineering and Surveying Consulting Services.

(4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above.

(5) Agreement Ending Date: 10/01/2022

(6) Total Agreement Amount: $500,000

(7) City's Project Manager: Tatiana Arnaout, Acting City Engineer

(8) Consultant's Project Manager: James Fallon, P.L.S., Principal Surveyor

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

333 N. Lantana St.
Camarillo, CA 93010
Attn: James Fallon, Secretary

FOR CITY:

305 W. Third St, East Wing, 3rd Fl
Oxnard, CA 93030
Attn: Tatiana Arnaout, Acting City Engineer

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

James.Fallon@ecgcivil.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@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:

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

COUNCIL APPROVED
12/03/2019 K-9(1)
DATE

AGREEMENT FOR 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, for good and valuable consideration, 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.

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

9. 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.

10. 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.

11. 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 Consultant 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.

12. 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.

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

14. 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; or for other purposes relating to the Agreement. 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 or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section 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.

15. 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.

16. Hold Harmless, Defense and Indemnity.

a. 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.

b. 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.

c. 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 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. 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.

18. 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 18.

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 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or 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. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information 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.

d. 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.

e. 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.

f. 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.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

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

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

30. Force Majeure. Neither City nor 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.

31. 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.

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

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

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

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

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

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

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

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to 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.

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

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

Tim Flynn 12/3/19

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

ATTEST:

12/3/19

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

APPROVED AS TO FORM:

10-23-19

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

ENCOMPASS CONSULTANT GROUP, INC.

10/22/2019

Glen H. Pace, Chief Executive Officer[2] Date

10/22/2019

James Fallon, Secretary Date

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

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

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

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

SCOPE OF SERVICES EXHIBIT

Engineering Scope of Work

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility 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 of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. The generation of complete set of plans, specifications and construction engineering estimates for City wide projects. Project types may include, but not be limited to:
   a. Bike and pedestrian facilities (bike lanes, pedestrian paths).
   b. City Park improvements- restrooms, parking lots, service roads.
   c. Preliminary engineering in support of grant applications (feasibility studies, draft applications, graphic attachments, benefit cost analysis).
   d. Traffic signal design (new signals, signal modifications, signal synchronization).
   e. Drainage improvement projects.
   f. Intersection modifications.
   g. Pavement maintenance projects.
   h. Sidewalk infill.
   i. Alley improvements.
   j. Pipeline design: sewer, recycled and potable.
   k. Wastewater projects.
   l. Water supply projects.
   m. Electrical.
   n. Architectural.
   o. Grant application support

2. Plan check and peer review.

3. Constructability review.

4. Coordination with utilities, special districts, and public agencies.

5. Preparation of project drawings in CAD.

6. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.

7. Additional professional services offered by Consultant.

Surveying Scope of Work

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility 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 of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Provide map check, legal description check, corner record preparation and lot line adjustment review services.

2. The map checks shall include, but are not necessarily limited to:
   a. Review of survey documentation.
   b. Lot and boundary closure calculations.
   c. Dedications and easement provisions.
   d. Legal descriptions and completeness and accuracy of data notation.
   e. Review of completeness of submittals.
   f. Document submittal deficiencies and advise the City as necessary.
   g. Identify any additional reference materials required for a thorough map check.
   h. Parcel Map Approval - Sign and stamp City Surveyor's Statement attesting to technical correctness on Parcel Maps in accordance with Chapter 2, Maps; Article 3, Section 66450.
   i. Final Map Approval - Sign and stamp City Surveyor's Statement attesting to technical correctness on Final Maps in accordance with Chapter 2, Maps; Article 2, Section 66442.

3. Some of the specific items that shall be reviewed and/or map checked are as follows:
   a. Title sheet information.
   b. Current legal descriptions.
   c. Correct assessor's parcel being subdivided per the Title Report.
   d. Closure of subdivision boundary and individual lots.
   e. Verify lot areas.
   f. Check for correct mathematics.
   g. Proper delineation and identification of record data.
   h. All appropriate data in the Title Report is shown on the map.
   i. Proper reference to adjacent record maps is shown.
   j. Proper references and ties to found/set monuments are shown.
   k. Calculated, recorded, and measured distances agree, or variances are noted on the map.
   l. Verify ownership shown on the map against the Title Report.
   m. Compliance with the Subdivision Map act and City of Oxnard Subdivision Ordinance.

4. Legal descriptions shall be reviewed at a minimum for completeness for mathematical closure (when applicable), compliance with the Professional Land Surveyors' Act, and conformance with current Title Report. Grant Deed, Easement Deed and other document forms that may be included in the review process. Legal description checks shall include, but are not necessarily limited to:
   a. Closure calculations.
   b. Legal description completeness.
   c. Review of completeness of deed exhibit map.
   d. Document submittal deficiencies and advise the City as necessary.
   e. Identify any additional reference materials required for a thorough deed check.
   f. Approval - Sign and stamp legal description legal description.

5. Corner Record Services Component. Corner Records shall be reviewed or prepared and filed in conformance with Business and Professions Code Section 8771 and Ventura County Surveyor requirements, documenting the locations of existing monuments that are in jeopardy of being destroyed, obscured or obliterated when a capital improvement project is constructed or reconstructed. Corner record services shall include, but are not necessarily limited to:
   a. Review of corner records prepared by City Staff or contracted Consultant for completeness and accuracy.
   b. Prepare corner records.
   c. Approve - sign and stamp corner record for filing with County Surveyor's Office.

6. Lot Line Adjustment and Lot Merger Services Component services shall include, but are not necessarily limited to:
   a. Lot line adjustment and Lot Merger documents shall be reviewed or prepared at a minimum for compliance with the City of Oxnard Lot Line Adjustment and Lot Merger Requirements, the Subdivision Map Act, and the Land Surveyor's Act.
   b. Lot line adjustment and Lot Merger services include, but are not necessarily limited to:
      i. Review/prepare legal descriptions associated with lot line adjustments.
      ii. Civil Code 1093 clause on face of Legal description.
      iii. Acknowledgement (Notary Statement).
      iv. Exhibit A (Legal description of property being conveyed).
      v. Exhibit B (Sketch of legal description in Exhibit A).
      vi. Review/prepare Partial Reconveyance documents.
      vii. Review/prepare Modified Deed of Trust.
      viii. Review/prepare Owner's Certificate and Certificate of Holders of Record Title.
      ix. Review/prepare Notice Document (if applicable).
      x. Verify ownership shown on documents against the Title Report.

7. Field Services. Complete field services performed at the request of the City shall include, but are not necessarily limited to:
   a. Construction.
   b. Geodetic Control.
   c. Boundary.
   d. Right of way location.
   e. Monitoring I Subsidence surveys.
   f. Supplemental Ground Topography

8. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.

9. Additional professional services offered by Consultant.

RATES AND COSTS EXHIBIT

ENCOMPASS CONSULTING GROUP

Rate Sheet

Engineering

Designer	$95
Senior Designer	$125
Assistant Engineer I	$110
Assistant Engineer II	$125
Associate Engineer	$140
Senior Engineer I	$155
Senior Engineer II	$165
Principal Engineer	$175

General

Technical/Clerical Support	$65
Testimony (Trial or Deposition)	2.5 x Hourly Rate
Special Consultant	$185
(Principal with specialized skills in engineering, geomatics or planning)	
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

Geomatics (Surveying & Mapping)

Assistant Surveyor I	$110
Assistant Surveyor II	$125
Associate Surveyor	$140
Senior Surveyor I	$155
Senior Surveyor II	$165
Principal Surveyor	$175
One-Man Survey Crew	$155
Two-Man Survey Crew	$225
Three-Man Survey Crew	$290
One-Man Survey Crew (Prevailing Wage)	$180
Two-Man Survey Crew (Prevailing Wage)	$250
Three-Man Survey Crew (Prevailing Wage)	$365

Planning

Assistant Planner	$100
Associate Planner	$120
Senior Planner	$135
Principal Planner	$155

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8177
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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.A-8177
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

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

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

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

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8177
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Agreement No. A-8177

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ~~1st~~ 3rd day of November, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Encompass Consultant Group, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on October 1, 2019, by City and Consultant.

City and Consultant agree as follows:

1. All references to Rates and Costs Exhibit are deleted and replaced with the attached Rates and Costs Exhibit A.

2. The following shall be added to Section 5 Compensation.

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

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

[Signatures on next page]

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

CITY OF OXNARD

11/3/2020

☐ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ Rosemarie Gaglione, Public Works Director

ATTEST:

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

APPROVED AS TO FORM:

FOR 10/22/20

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

ENCOMPASS CONSULTANT GROUP, INC.

Glen H. Pace, CEO [2] Date

James Fallon, Secretary Date

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

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

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

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

Agreement No. A-8177

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

CITY OF OXNARD

☐ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ Rosemarie Gaglione, Public Works Director

ATTEST:

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

APPROVED AS TO FORM:

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

ENCOMPASS CONSULTANT GROUP, INC.

Glen H. Pace, CEO [2] 10/29/2020 Date

James Fallon, Secretary 10/29/2020 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.

RATES AND COSTS EXHIBIT A

SUBCONSULTANT BILLING RATES

AE Group Mechanical Engineers, Inc.

Classification	Hourly Rate
Registered Mechanical Engineer	$210
Mechanical Engineering Assistants	$165

Note: These are the rates in effect in 2020, and are subject to change in the future.

Budlong & Associates, Inc.

Classification	Hourly Rate
Principal	$185
Project Manager/Sr. Engineer/Sr. Designer	$175
Designer	$160
BIM / Revit	$120
CAD	$105
Administrative	$80
Commissioning (Cx)	$160

Note 2: Rates subject to general revision 01/01/2021

Lucci & Associates, Inc.

Classification	Hourly Rate
Principal	$205
Project Manager	$195
Project Engineer	$165
Design Engineer	$145
Drafter	$115
Word/Data Processing	$85

EXHIBIT B

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Contractor is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor is not qualified to bid on, be listed in a Bid, or engage in the performance of any contract for public work, as defined in LC Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to LC Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the Agreement's term. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon

public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

Agreement No. A-8177

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 28 day of April, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Encompass Consultant Group, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on October 1, 2019, by City and Consultant. This Agreement has been previously amended on November 3, 2020 by a First Amendment.

City and Consultant agree as follows:

1. All references to Rates and Costs Exhibit A are deleted and replaced with the attached Rates and Costs Exhibit A-1.

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

[Signatures on next page]

DocuSign Envelope ID: 2EED369B-CF00-4C8B-9765-3C65029A812C

DocuSign Envelope ID: 795947E6-EB5A-450E-9280-30B13701D968

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

CITY OF OXNARD

DocuSigned by:
Daniel Willhite
D934F9551634488...

4/28/2021 | 3:27 PM PDT

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

N/A

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

APPROVED AS TO FORM:

for 3/23/21

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

ENCOMPASS CONSULTANT GROUP, INC.

Glen H. Pace, CEO[2] Date

James Fallon, Secretary Date

---

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

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

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

DocuSign Envelope ID: 795947E6-EB5A-450E-9280-30B13701D968

Agreement No. A-8177

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

CITY OF OXNARD

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

N/A

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

APPROVED AS TO FORM:

for 3/23/21

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

ENCOMPASS CONSULTANT GROUP, INC.

Glen H. Pace, CEO[2] Date

James Fallon, Secretary Date

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

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

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

Agreement No. A-8177

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

CITY OF OXNARD

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

ENCOMPASS CONSULTANT GROUP, INC.

Glen H. Pace, CEO[2] 4/13/2021
Date

James Fallon, Secretary 4/13/2021
Date

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- 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.

RATES AND COST EXHIBITS A-1
ENCOMPASS CONSULTANT GROUP
RATE SHEET

Engineering

Designer	$95
Senior Designer	$125
Assistant Engineer I	$110
Assistant Engineer II	$125
Associate Engineer	$140
Senior Engineer I	$155
Senior Engineer II	$165
Principal Engineer	$185

General

Technical/Clerical Support	$65
Testimony (Trial or Deposition)	2.5 x Hourly Rate
Special Consultant	$190
(Principal with specialized skills in engineering, geomatics or planning)	
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

Geomatics (Surveying & Mapping)

Assistant Surveyor I	$110
Assistant Surveyor II	$125
Associate Surveyor	$140
Senior Surveyor I	$155
Senior Surveyor II	$165
Principal Surveyor	$185
One-Man Survey Crew	$165
Two-Man Survey Crew	$235
Three-Man Survey Crew	$290
One-Man Survey Crew (Prevailing Wage)	$180
Two-Man Survey Crew (Prevailing Wage)	$260
Three-Man Survey Crew (Prevailing Wage)	$365

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SUBCONSULTANT BILLING RATES

AE Group Mechanical Engineers, Inc.

Classification	Hourly Rate
Registered Mechanical Engineer	$210
Mechanical Engineering Assistants	$165

Note: These are the rates in effect in 2020, and are subject to change in the future.

Budlong & Associates, Inc.

Classification	Hourly Rate
Principal	$185
Project Manager/Sr. Engineer/Sr. Designer	$175
Designer	$160
BIM / Revit	$120
CAD	$105
Administrative	$80
Commissioning (Cx)	$160

Note 2: Rates subject to general revision 01/01/2021

Lucci & Associates, Inc.

Classification	Hourly Rate
Principal	$205
Project Manager	$195
Project Engineer	$165
Design Engineer	$145
Drafter	$115
Word/Data Processing	$85

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SUBCONSULTANT BILLING RATES

Hamner, Jewell, & Associates

Classification	Hourly Rate
Managing Senior Associate	$286
Senior Associates II	$145-190
Senior Associates I	$140-165
Associates II (Acquisition/Relocation)	$120-140
Associates I (Acquisition/Relocation)	$95-120
Contract Administrators	$120-150
Project Coordinators	$95-135
Transaction/Escrow Coordinators	$85-110
Transaction Assistants	$60-75
Assistants/Clerical Support	$40-50
Appraisers	Lump Sum Fee per Appraisal Assignment

AMENDMENTS TO ON-CALL PROFESSIONAL SERVICES AGREEMENTS

Public Works and Transportation Committee
June 22, 2021

Tatiana Arnaout, PE
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute the following Amendments totaling $1,250,000 for on-call engineering services:

1. First Amendment to Agreement 8699-19-PW with Filippin Engineering, Inc. to increase the contract by $150,000 for a new contract value amount of $400,000 with a term date of September 3, 2022;

2. First Amendment to Agreement 8795-19-PW with Casamar Group, LLC to increase the contract by $300,000 for a new contract value amount of $500,000 with a term date of October 14, 2022;

3. Second Amendment to Agreement 8256-18-PW with Twining, Inc. to increase the contract by $250,000 for a new contract value amount of $600,000 with a term date of December 31, 2021;

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute the following Amendments for on-call engineering services:

4. Second Amendment to Agreement A-8079 with Leighton Consulting, Inc. to increase the contract by $250,000 for a new contract value amount of $600,000 with a term date of December 31, 2021; and

5. Third Amendment to Agreement A-8177 with Encompass Consultant Group, Inc. to increase the contract by $300,000 for a new contract value amount of $800,000 with a term date of October 1, 2022.

BACKGROUND

City requires on-call professional services for specialized engineering services to complete various projects including:

- Street and Utility Improvements
- Facility Upgrades
- Survey
- Construction Management
- Labor Compliance
- Soils and Materials Testing
- Other Engineering Services & Technical Assistance

City has limited staff and resources to perform these services internally

Filippin (Agreement 8699-19-PW)

Original Contract

- Approved by City Council September 3, 2019
- Contract value amount of $250,000 with a term date of September 3, 2022

First Amendment

- Request to increase contract value by $150,000 for a new contract amount of $400,000
- No change in term date

What was accomplished with the Filippin On-Call Agreement?

6 Task Orders to date including:

- Street overlay & reconstruction inspection services
- Street overlay & reconstruction construction management services

Casamar (Agreement 8795-19-PW)

Original Contract

- Approved by City Manager October of 2019
- Contract value amount of $200,000 with a term date of October 14, 2022

First Amendment

- Request to increase contract value by $300,000 for a new contract amount of $500,000
- No change in term date

What was accomplished with the Casamar On-Call Agreement?

22 Task Orders to date including:

- Labor compliance for all construction projects including:
  - Pipeline replacements
  - Street resurfacing
  - Well construction
  - and many, many more….

Twining (Agreement 8256-18-PW)

Agreement	Authorizing Agent	Date Approved	Term Date	Contract Value Change	New Contract Value
Original	City Council	October 2, 2018	June 30, 2021	NA	$250,000
First Amendment	City Council	February 16, 2021	December 31, 2021	+$100,000	$350,000
*Second Amendment**	*City Council*	*July 13, 2021*	*December 31, 2021*	*+$250,000*	*$600,000*

**Pending Council approval*

What was accomplished with the Twining On-Call Agreement?

6 Task Orders to date including:

- Materials and soils testing for various capital projects including:
  - Pipeline replacements
  - Street resurfacing
  - New public restrooms
  - Sport court resurfacing
  - and many, many more….

Leighton (Agreement A-8079)

Agreement	Authorizing Agent	Date Approved	Term Date	Contract Value Change	New Contract Value
Original	City Council	October 2, 2018	June 30, 2021	NA	$250,000
First Amendment	City Council	February 16, 2021	December 31, 2021	+$100,000	$350,000
*Second Amendment**	*City Council*	*July 13, 2021*	*December 31, 2021*	*+$250,000*	*$600,000*

**Pending Council approval*

What was accomplished with the Leighton On-Call Agreement?

6 Task Orders to date including:

- Materials and soils testing for various capital projects including:
  - Pipeline replacements
  - Street resurfacing
  - New public restrooms
  - Sport court resurfacing
  - and many, many more….

ECG (Agreement A-8177)

Agreement	Authorizing Agent	Date Approved	Term Date	Contract Value Change	New Contract Value
Original	City Council	December 3, 2019	October 1, 2022	NA	$500,000
First Amendment	Purchasing Manager	November 3, 2020	October 1, 2022	NA	NA
Second Amendment	Purchasing Manager	April 28, 2021	October 1, 2022	NA	NA
*Third Amendment**	*City Council*	*July 13, 2021*	*October 1, 2022*	*+$300,000*	*$800,000*

**Pending Council approval*

What was accomplished with the ECG On-Call Agreement?

16 Task Orders to date including:

- Engineering and survey services including:
  - Plan checking for Community Development
  - Civil design for various capital improvement projects
  - Survey for various capital improvements

FINANCIAL IMPACT

- Total additional cost for these amendments is $1,250,000
- On-call service agreement work will be performed by individual task order based on:
  - Specific need; and
  - Sufficient funding or project budget of the requesting department

QUESTIONS?

CITY OF
OXNARD
CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: June 22, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Approval of Changes to Chapter 19: Public Works, Article I: Sewerage System; Wastewater Disposal of the Oxnard City Code. (0/10/10)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute amendments to the Oxnard Code of Ordinances, Chapter 19: Public Works, Article I: Sewerage System; Wastewater Disposal, sections:

- 19-3 Abbreviations;
- 19-4 Definitions;
- 19-25 Prohibited; discharge standards;
- 19-26 Local limits;
- 19-36 Additional pretreatment measures;
- 19-43 Discharges from food establishments, vehicle maintenance facilities, and commercial and industrial laundries; and
- 19-51 Industrial wastewater discharge permit requirements

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/jIuRD-3p_4g

BACKGROUND

Oxnard Wastewater Treatment Plant (OWTP) National Pollutant Discharge Elimination System (NPDES) permit requires local limits and other discharge prohibitions. Local limits are restrictions placed on industrial users or other nondomestic sources that discharge wastewater into the Oxnard wastewater collection system. Local limits set maximum limits for certain pollutants in wastewater discharged into the system by nondomestic sources. They are technically developed limits for pollutants that could cause interference, pass through, sludge contamination, recycled water contamination, or worker health and safety problems if discharged in excessive concentrations.

Oxnard's local limits were last evaluated in 1999. Due to many factors including the addition of the Advanced Water Purification Facility (AWPF), the planned implementation of the Aquifer Storage and Recovery and the indirect potable reuse program the current local limits are inadequate.

Furthermore, requirements in the NPDES permit state that "the Permittee shall evaluate whether its pretreatment local limits are adequate to meet the requirements of this Order and shall submit a written technical report as required. The Permittee shall submit revised local limits to the Regional Water Board and USEPA for approval, as necessary."

DISCUSSION

In 2015, the City initiated a technical local limits report as required per the NPDES permit. On November 15, 2017, the City of Oxnard submitted the Final Draft Local Limits Evaluation Report to the Regional Water Quality Control Board. On December 14, 2017, the City received tentative approval of the report.

Following Regional Board approval, the City held workshops in May of 2018 with existing permitted industries to present the new local limits. Participants voiced several concerns during the meeting and other following meetings. As a result, the City extended the local limits implementation period to enable additional studies, outreach, and stakeholder input.

Based on the additional study results, City staff met again with stakeholders in October and November of 2019 to discuss additional findings and recommendations. In addition, the City met with the Oxnard Chamber of Commerce to explain changes to the initial study requirements based on industry input.

The following table summarizes the changes to existing local limits:

Pollutant	Existing Local Limit	New Local Limit
Ammonia	--	57 mg/L
Arsenic	3 mg/L	0.13 mg/L
Biochemical Oxygen Demand	800 mg/L	800 mg/L
Cadmium	2.3 mg/L	0.013 mg/L
Chloride	--	9,205 mg/L
Chromium	3 mg/L	0.44 mg/L
Copper	3 mg/L	2.02 mg/L
Hydrogen Sulfide (dissolved)	0.5 mg/L	0.34 mg/L
Lead	2.3 mg/L	0.97 mg/L
Mercury	0.05 mg/L	0.05 mg/L
Molybdenum	--	1.50 mg/L
Nickel	3 mg/L	0.138 mg/L
Oil and Grease (vegetable)	250 mg/L	250 mg/L
Oil and Grease (mineral)	100 mg/L	100 mg/L
Selenium	--	0.49 mg/L
Silver	1 mg/L	0.056 mg/L
Total Suspended Solids	1,000 mg/L	1,000 mg/L
Zinc	3 mg/L	1.06 mg/L

In addition, the new ordinance includes regulations related to the following:

- Amalgam, Boron*, Gross Beta, Total Dissolved Solids (TDS)*, pH, Organic Solvents

- Oil and gas waste - Prohibited

● Dental facilities are required to obtain an Industrial Wastewater Discharge Permit

* Site specific limits will be developed for existing customers

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no direct financial impact to this approval.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Chapter 19 Ordinance Updated - Local Limits
2. Chapter 19 Ordinance_Tracked Changes
3. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING CHAPTER 19 OF THE OXNARD CITY CODE TO UPDATE LOCAL LIMIT REGULATIONS

WHEREAS, the City of Oxnard (City) owns and operates a municipal wastewater treatment facility; and

WHEREAS, the federal Clean Water Act and associated regulations require publicly owned treatment works to implement a federally approved Industrial Pretreatment Program (IPP); and

WHEREAS, the City of Oxnard Wastewater Treatment Plant (OWTP) has previously submitted the IPP and received federal approval; and

WHEREAS, the OWTP National Pollutant Discharge Elimination System (NPDES) permit requires review of the IPP every 5-year permit term; and

WHEREAS, the City completed a Draft Local Limits Evaluation Report in 2017; and

WHEREAS, the Draft Local Limits Evaluation Report was approved by the Los Angeles Regional Water Board on December 14, 2017; and

WHEREAS, the approved Draft Local Limits Evaluation Report recommended updates to the existing Local Limits; and

WHEREAS, local limits have the purpose of protections the city's water quality, infrastructure and public health and are managed through Industrial Wastewater Discharge (IWD) permits; and

WHEREAS, the new local limits have been presented and discussed with the City's impacted industry; and

WHEREAS, the City addressed permitted industries concerns about implementation of the new Local Limits; and

WHEREAS, the permitted industries concurred with the proposed implementation of the new Local Limits; and

WHEREAS, the adoption of this ordinance is exempt from provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15307 and 15308 of the State CEQA Guidelines.

NOW, THEREFORE, the city council of the City of Oxnard does hereby find as follows:

1. The adoption of this ordinance is exempt from CEQA within the meaning of section 15307 and 15308.
    a. Both class 7 and class 8 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment.
    b. The purpose of the proposed project is to protect water resources by prohibiting oil and gas waste streams being discharged to the City of Oxnard's Wastewater Treatment Plant (OWTP).
    c. The federal Environmental Protection Agency (EPA) has already banned certain unconventional oil and gas waste streams from disposal at Publicly Owned Treatment Works (POTW) under 40 C.F.R §§ 435.33, 435.34.
    d. Currently, the City does not have or accept any (treated or untreated) oil and gas wastewater streams at the OWTP.
    e. Therefore, the proposed change to the local ordinance would not require any foreseeable change to the environment by requiring any existing oil and gas discharger(s) to change their practices and/or build new facilities.
    f. The change in the ordinance will ensure that the existing conditions will be maintained into the future.
    g. Any future development of facilities needed for disposal of oil and gas wastewater streams is too speculative at this time to predict and would require its own environmental analysis and permitting requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

PART 1. Chapter 19 Article I, Division 1 of the Oxnard City Code is hereby amended, and

Section 19-3 and Section 19-4 are added to read as follows:

"DIVISION 1. GENERAL PROVISIONS"

SEC. 19-3. ABBREVIATIONS.

For purposes of this article, the following abbreviations, shall have the designated meanings:

(A) BOD - Biochemical Oxygen Demand;

(B) BMP - Best Management Practice;

(C) BMR - Baseline Monitoring Report;

(D) CASA – California Association of Sanitary Agencies

(E) CFR - Code of Federal Regulations;

(F) CIU - Categorical Industrial User;

(G) COD - Chemical Oxygen Demand;

(H) DIU - Dental Industrial User

(I) EPA - U.S. Environmental Protection Agency;

(J) gpd - Gallons per Day;

(K) IU - Industrial User;

(L) IWD - Industrial Wastewater Discharge;

(M) LC50 - Lethal Concentration for 50 Percent of the Test Organisms;

(N) L - Liter;

(O) MAIL - Maximum Allowable Industrial Loading

(P) mg - Milligrams, mg/L - Milligrams per Liter;

(Q) NPDES - National Pollutant Discharge Elimination System;

(R) NSCIU - Non-Significant Categorical Industrial User;

(S) O&M - Operation and Maintenance;

(T) POTW - Publicly Owned Treatment Works

(U) RCRA - Resource Conservation and Recovery Act;

(V) SIC - Standard Industrial Classification;

(W) SIU - Significant Industrial User;

(X) SNC - Significant Noncompliance;

(Y) SWDA - Solid Waste Disposal Act (42 USC Sections 6901 *et seq.*);

(Z) TDS - Total Dissolved Solids;

(AA) TOMP – Toxic Organics Management Plan

(BB) TSS - Total Suspended Solids;

(CC) TTO - Total Toxic Organics; and

(DD) USC - United States Code.

(`64 Code, Sec. 25-3) (Ord. No. 2494, 2761)

SEC. 19-4. DEFINITIONS.

For the purposes of this article, the following words shall have the following meanings:

(A) ACT - The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC Sections 1251 *et seq.*

(B) APPROVAL AUTHORITY - California State Water Resources Control Board or Regional Water Quality Control Board, Los Angeles Region.

(C) AUTHORIZED REPRESENTATIVE OF THE USER -

(1) If the user is a corporation, a responsible corporate officer. For the purpose of this paragraph, a responsible corporate officer means:

(a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and to initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.

(3) If the user is a federal, State, or local government entity, the principal executive officer or director having responsibility for the overall operation of the discharging facility.

(4) A duly authorized representative of the individual designated in subsections (1), (2), or (3) of this subsection (C) if:

(a) The authorization is made in writing by the individual described in paragraph (1), (2), or (3);

(b) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager, operator of a well, or a well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

(c) The written authorization is submitted to the city.

(D) BIOCHEMICAL OXYGEN DEMAND (BOD) - Quantity of oxygen utilized in the biochemical oxidation of organic material under standard laboratory procedures for 5 days at 20 degrees centigrade, usually expressed as a concentration such as mg/l.

(E) BEST MANAGEMENT PRACTICES (BMPs) - The schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 19-25(A) and (B) [40 CFR 403.5(a)(1) and (b)] including treatment requirements, operating procedures, practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage and also including alternative means (i.e., management plans) of complying with, or in place of certain established categorical Pretreatment Standards and effluent limits.

(F) BUILDING SEWER - A sewer conveying wastewater from the premises of a person to the public sewer, private sewer, individual wastewater disposal system or other approved point of disposal.

(G) BYPASS - The intentional diversion of waste and/or wastewater from any portion of a user's pretreatment facility.

(H) CATEGORICAL PRETREATMENT STANDARD or CATEGORICAL STANDARD - Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 USC Section 1317) that apply to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471, incorporated herein by reference.

(I) CATEGORICAL INDUSTRIAL USER - An industrial user subject to a categorical pretreatment standard or categorical standard.

(J) [CITY] - The City of Oxnard or the City Council of Oxnard.

(K) CITY MANAGER - The Oxnard City Manager or their designee.

(L) CHEMICAL OXYGEN DEMAND (COD) - A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

(M) COLOR - The optical density at visual wavelength of maximum absorption, relative to distilled water in which 100% transmittance is equivalent to zero optical density.

(N) COMPLIANCE SCHEDULE - A schedule containing increments of progress, in the form of dates, for the commencement and completion of major events leading to the construction and operation of pretreatment equipment and/or systems required for the user to meet applicable pretreatment standards.

(O) COMPOSITE SAMPLE - The sample resulting from the combination of individual wastewater samples taken at selected intervals, based on an increment of either flow or time.

(P) CONNECTION - The part of any sewer extending from a sewer main in a public easement or right-of-way to private property for exclusive use of the property.

(Q) CONTROL AUTHORITY - The city.

(R) COOLING WATER - The water discharged from any use, including but not limited to, air conditioning, cooling or refrigeration units to which the only pollutant added is heat.

(S) DAILY MAXIMUM - The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

(T) DAILY MAXIMUM LIMIT - The maximum allowable discharge limit of a pollutant during a calendar day. Where daily maximum limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

(U) DENTAL INDUSTRIAL USER also known as a DENTAL DISCHARGER - A facility where the practice of dentistry is performed that discharges wastewater to a publicly owned treatment works (POTW), including, but not limited to, institutions, permanent or temporary offices, clinics, home offices, and facilities owned and operated by Federal, state or local governments.

(V) DISCHARGE - The discharge or the introduction of pollutants into the system by a person.

(W) DOMESTIC WASTEWATER - Human excrement and gray water from such uses as household showers and dish washing.

(X) ENVIRONMENTAL PROTECTION AGENCY (EPA) - The U.S. Environmental Protection Agency or, where appropriate, the regional water management division director, or other duly authorized official.

(Y) EXISTING SOURCE - Any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

(Z) FEE - Any charge assessed to a person associated with the use, or continued use, of any portion of the system and includes, but is not limited to, a charge for connection or tap for new customers; monthly sewer service; IWD permit; excess capacity connection; wastewater treatment; excessive wastewater strength; laboratory testing; waste hauler's permit; oversize sewer; and noncompliance.

(AA) FOOD ESTABLISHMENT - Any facility engaged in the preparation of food products for sale. A facility engaged in the sale of food products that are wholly prepared off-site is not included within this definition.

(BB) FORMULA USERS - Those users who are regulated under the IWD permit system and billed according to a formula based on the measured or set strength and volume of their

(CC) GARBAGE - The putrescible animal and vegetable wastes resulting from the handling, preparation and consumption of foods.

(DD) GRAB SAMPLE - A sample which is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.

(EE) GRAVITY SEPARATION DEVICE - A device designed, constructed, and operated for the purpose of retaining sand, silt, grit, mineral material, and oil by gravity-differential separation from wastewater.

(FF) GREASE - A varied group of compounds having the common properties of immiscibility with water and a specific gravity lower than water as determined by appropriate procedures set forth in 40 CFR Part 136.

(GG) GREASE INTERCEPTOR or INTERCEPTOR - A device of at least 750 gallon capacity designed, constructed, and operated to separate and retain grease while permitting the wastewater to be discharged into the system.

(HH) GROUND GARBAGE - The residue from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in a public sewer, with no particle greater than 1/2-inch in any dimension.

(II) HOLDING TANK WASTEWATER - Any wastewater from holding tanks including, but not limited to, vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

(JJ) INDIRECT DISCHARGE - The introduction of pollutants into the system from any non-domestic source regulated under Section 307 (b), (c), or (d) of the Act.

(KK) INDUSTRIAL USER - Any producing, manufacturing, processing, institutional, commercial, agricultural or similar person that discharges, directly or indirectly, wastewater into the system that is solid, liquid or gaseous waste and contains pollutants different from, or stronger than, or with constituents other than those defined for domestic wastewater.

(LL) INDUSTRIAL WASTEWATER - Any non-domestic, liquid byproduct produced as a result of business operations, whether treated or untreated, which is discharged into or permitted to enter the POTW .

(MM) INDUSTRIAL WASTEWATER DISCHARGE PERMIT or PERMIT or IWD PERMIT - A conditionally written authorization to allow a user to utilize the system for the discharge of industrial wastewater.

(NN) INSTANTANEOUS MAXIMUM DISCHARGE LIMIT - The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

(OO) INTERFERENCE - A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the system, its treatment processes or operations or its biosolids processes, use or disposal, and that is therefore a cause of a violation of the city's NPDES permit or of the prevention of biosolids use or disposal in compliance with all applicable federal, State, or local regulations, including but not limited to: Section 405 of the Act, the SWDA, including Title II, commonly referred to as RCRA, any and all federal and State clean air acts, the Toxic Substances Control Act, and the Marine Protection, Research, and Sanctuaries Act.

(PP) LOCAL LIMIT - Specific discharge limits developed and enforced by [the City] upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

(QQ) MASS EMISSION RATE - The weight of material discharged to the system during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of a particular constituent or combination of constituents.

(RR) MAXIMUM ALLOWABLE INDUSTRIAL LOADING (MAIL) - The maximum loading of a pollutant that can be received at a POTW's headworks from all permitted industrial users and other controlled sources without causing pass through or interference.

(SS) MEDICAL WASTE - Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

(TT) MONITORING FACILITIES - An approved opening to a building sewer for the purpose of inspection, sampling and/or flow measurement.

(UU) MONTHLY AVERAGE - The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

(VV) MONTHLY AVERAGE LIMIT - The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

(WW) MUNICIPAL WASTEWATER SYSTEM or SYSTEM - A "treatment works," as defined by Section 212 of the Act, owned by the city and includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of wastewater (domestic or industrial) and any conveyances which convey wastewater to the treatment plant.

(XX) NARRATIVE STANDARD OR NARRATIVE LIMIT – Any statement of prohibition or condition on a discharge established in this ordinance that is not a local limit. Narrative standards include, but are not limited to prohibited discharge standards and best management practices.

(YY) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - A permit issued pursuant to Section 402 of the Act.

(ZZ) NATIONAL PROHIBITIVE DISCHARGE STANDARD or PROHIBITIVE DISCHARGE STANDARD - Any regulation developed under the authority of Section 307(b) of the Act.

(AAA) NEW SOURCE -

(1) Any building structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge or pollutants at an existing source; or

(c) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(2) Construction on a site at which an existing source is located and results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subdivisions (1)(b) or (1)(c) above, but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source, as defined under this subsection, has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous on-site construction program:

1. Any placement, assembly, or installation of facilities or equipment; or

2. Significant site preparation work including clearing, excavation or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.

(BBB) NONCONTACT COOLING WATER - Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

(CCC) PASS THROUGH - A discharge that exits the system into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city's NPDES permit, including an increase in the magnitude or duration of a violation.

(DDD) PERSON - Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns; and including all federal, State and local governmental entities.

(EEE) pH - A measure of the acidity or alkalinity of a substance, expressed in standard units.

(FFF) POLLUTANT - Dredged spoil, solid waste, incinerator residue, filter backwash, domestic wastewater, garbage, sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharge equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes and certain characteristics of the wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

(GGG) PRETREATMENT or TREATMENT - The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the system. Such pretreatment or treatment can be accomplished by physical, chemical, biological processes, or by other means, with the exception of diluting the concentration of the pollutant unless allowed by an applicable pretreatment standard.

(HHH) PRETREATMENT FACILITY - Any works or device for the treatment or flow limitation of domestic wastewater, liquid waste, industrial waste or industrial wastewater prior to discharge into the system.

(III) PRETREATMENT REQUIREMENTS - Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

(JJJ) PRETREATMENT STANDARDS or STANDARDS - Prohibited discharge standards, categorical pretreatment standards, and/or local limits.

(KKK) PRIVATE SEWER - A sewer, other than a connection, laid by a person to serve one or more buildings, so as to connect a building to a public sewer and irrespective of whether the sewer is constructed on public or private property.

(LLL) PRIVATE WASTEWATER DISPOSAL SYSTEM - A septic tank with the effluent discharging into a subsurface disposal field, into one or more seepage pits or into a combination of subsurface disposal field and seepage pit or other wastewater holding facilities.

(MMM) PROHIBITED DISCHARGE STANDARDS or PROHIBITED DISCHARGE - Absolute prohibitions against the discharge of certain substances; these prohibitions appear in section 19-25 of this article.

(NNN) PUBLICLY OWNED TREATMENT WORKS (POTW) - A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by a State or municipality (as defined by section 502(4) of the Act). This definition includes any devices or systems used in the storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW treatment plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

(OOO) RADIOACTIVE MATERIAL - Material containing chemical elements that spontaneously change their atomic structure by emitting any particles, rays or energy forms in excess of normal background radiation.

(PPP) SEEPAGE PIT - A lined excavation in the ground which receives the discharge of a septic tank and is designed to permit the effluent from the septic tank to seep through its bottom and side.

(QQQ) SEPTAGE - Any domestic wastewater from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

(RRR) SEPTIC TANK - A watertight receptacle which receives the domestic wastewater discharge of a building and is designed and constructed to separate solids from the liquid, digest organic matter through a period of detention and allow the liquid to discharge into the soil outside of the tank through a system of open joint or perforated piping or a seepage pit.

(SSS) SETTLEABLE SOLIDS - Any solid that will settle out of a liquid in a specified interval of time as determined by appropriate procedures set forth in 40 CFR 136.

(TTT) SEWAGE - Human excrement and gray water (household showers, dishwashing operations, etc.).

(UUU) SEWER - A pipe or conduit together with appurtenances for carrying wastewater.

(VVV) SIGNIFICANT CHANGE - Plus or minus 25% in an industrial user's typical discharge pattern, flow rate, peak flow rate, constituents, concentration of constituents or characteristics.

(WWW) SIGNIFICANT INDUSTRIAL USER -

(1) A user subject to categorical pretreatment standards; or

(2) A user that:

(a) Discharges an average of 10,000 gpd or more of industrial wastewater to the system;

(b) Contributes a waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the system; or

(c) Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the system's operation or for violating a pretreatment standard or requirement.

(3) The [City] may determine that an industrial user subject to categorical pretreatment standards is a non-significant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:

(a) The industrial user, prior to [City's] finding, has consistently complied with all applicable categorical pretreatment standards and requirements;

(b) The industrial user annually submits the certification statement required in 40 CFR 403.12(q), together with any additional information necessary to support the certification statement; and

(c) The industrial user never discharges any untreated concentrated wastewater.

(4) Upon a finding that a user meeting the criteria in subdivision (2) above has no reasonable potential for adversely affecting the system operation or for violating any pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR Part 403.8(f)(6), determine that such user should not be considered a significant industrial user.

(XXX) SLUG LOAD or SLUG DISCHARGE - Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in this chapter. A slug discharge is any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTWs regulations, local limits or permit conditions.

(YYY) STANDARD INDUSTRIAL CLASSIFICATION (SIC) - A classification pursuant to the Standard Industrial Classification Manual, latest edition, issued by the U.S. Office of Management and Budget.

(ZZZ) STANDARD METHODS - Standard Methods for the Examination of Water and Wastewater, latest edition, published by American Water Works Association, Water Environment Association, and the American Public Health Association, 1015 18th Street, NW, Washington, D.C. 20036.

(AAAA) STANDARD SPECIFICATIONS - The current edition of standards and requirements relating to size, quantity, quality and performance, including standard drawing, as detailed and made available by the city.

(BBBB) STATE - State of California.

(CCCC) STORM WATER - Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelts.

(DDDD) SUSPENDED SOLIDS - The total suspended matter in wastewater, as determined by the appropriate procedures set forth in 40 CFR Part 136.

(EEEE) TOTAL DISSOLVED SOLIDS - The solid matter in solution in wastewater, as determined by the appropriate procedures set forth in 40 CFR Part 136.

(FFFF) TOXIC ORGANICS MANAGEMENT PLAN – A strategy for keeping track of all solvents delivered to a site, their storage, use, and disposal. This includes keeping spent solvents segregated from other process wastewaters to maximize the value of the recoverable solvents, to avoid contamination of other segregated wastes, and to prevent the discharge of toxic organics to any wastewater collection system or the environment. The plan should describe measures to control spills and leaks and to ensure that there is no deliberate dumping of solvents. Also known as a *solvent management plan*.

(GGGG) TOTAL TOXIC ORGANICS - The summation of all quantifiable values greater than 0.01 milligrams per liter, subject to the local limits established pursuant to section 19-26 of this article, for the following toxic organics: Acenaphthene, Acrolein, Acrylonitrile, Benzene, Benzidine, Carbon tetrachloride (tetrachloromethane), Chlorobenzene, 1,2,4-trichlorobenzene, Hexachlorobenzene, 1,2-dichloroethane, 1,1,1-trichloroethane, Hexachloroethane, 1,1-dichloroethane, 1,1,2-trichloroethane, 1,1,2,2-tetrachloroethane, Chloroethane, Bis (2-chloroethyl) ether, 2-chloroethyl vinyl ether (mixed), 2-chloronaphthalene, 2,4,6-trichlorophenol, Parachlorometa cresol, Chloroform (trichloromethane), 2-chlorophenol, 1,2-dichlorobenzene, 1,3-dichlorobenzene, 1,4-dichlorobenzene, 3,3-dichlorobenzidine, 1,1-dichloroethylene, 1,2-trans-dichloroethylene, 2,4-dichlorophenol, 1,2-dichloropropane, 1,3-dichloropropylene (1,3-dichloropropene), 2,4-dimethylphenol, 2,4-dinitrotoluene, 2,6-dinitrotoluene, 1,2-diphenylhydrazine, Ethylbenzene, Fluoranthene, 4-chlorophenyl phenyl ether, 4-bromophenyl phenyl ether, Bis (2-chloroisopropyl) ether, Bis (2-chloroethoxy) methane, Methylene chloride (dichloromethane), Methyl chloride (chloromethane), Methyl bromide (bromomethane), Bromoform (tribromomethane), Dichlorobromomethane, Chlorodibromomethane, Hexachlorobutadiene, Hexachlorocyclopentadiene, Isophorone, Naphthalene, Nitrobenzene, 2-nitrophenol, 4-nitrophenol, 2,4-dinitrophenol, 4,6-dinitro-o-cresol, N-nitrosodimethylamine, N-nitrosodiphenylamine, N-nitrosodi-n-propylamine, Pentachlorophenol, Phenol, Bis (2-ethylhexyl) phthalate, Butyl benzyl phthalate, Di-n-butyl phthalate, Di-n-octyl phthalate, Diethyl phthalate, Dimethyl phthalate, 1,2-benzanthracene (benzo(a)anthracene), Benzo(a)pyrene (3,4-benzopyrene), 3,4-Benzofluoranthene (benzo(b)fluoranthene), 11,12-benzofluoranthene (benzo(k)fluoranthene), Chrysene, Acenaphthylene, Anthracene, 1,12-benzoperylene (benzo(ghi)perylene), Fluorene, Phenanthrene, 1,2,5,6-dibenzanthracene (dibenzo(a,h)anthracene), Indeno (1,2,3-cd) pyrene) (2,3 o-phenylene pyrene), Pyrene, Tetrachloroethylene, Toluene, Trichloroethylene, Vinyl chloride (chloroethylene), Aldrin, Dieldrin, Chlordane (technical mixture and metabolites), 4,4-DDT, 4,4-DDE (p,p-DDX), 4,4-DDD (p,p-TDE), Alpha-endosulfan, Beta-endosulfan, Endosulfan sulfate, Endrin, Endrin aldehyde, Heptachlor, Heptachlor epoxide, (BHC-hexachlorocyclohexane): Alpha-BHC, Beta-BHC, Gamma-BHC, Delta-BHC, (PCB-polychlorinated biphenyls): PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260), PCB-1016 (Arochlor 1016), Toxaphene, 2,3,7,8-tetrachlorodibenzo- p-dioxin (TCDD).

(HHHH) TOXIC POLLUTANT - The pollutants, or combination of pollutants, listed as toxic in regulations promulgated by the EPA (40 CFR Part 401.15) under authority of Section 307(a)(1) of the Act.

(IIII) UNCONTAMINATED WATER - Any water not contaminated or polluted with sewage or other waste and which is suitable for discharge into the storm water drainage system, excluding unlined natural water courses.

(JJJJ) UPSET - An exceptional incident in which there is unintentional and temporary noncompliance with categorical and/or local pretreatment standards because of factors beyond

the reasonable control of the industrial user; this does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(KKKK) USER - A source of direct or indirect discharge.

(LLLL) WASTEWATER - Liquid and water-carried industrial wastes and domestic wastewater from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed directly or indirectly to the system.

(MMMM) WASTEWATER TREATMENT PLANT or TREATMENT PLANT - That portion of the system designed to provide treatment of domestic and industrial wastewater.

(`64 Code, Sec. 25-4) (Ord. No. 2494, 2761, 2875)

PART 2. Chapter 19 Article I, Division 3 of the Oxnard City Code is hereby amended, and

Section 19-25 and Section 19-26 are added to read as follows:

"DIVISION 3. WASTEWATER INTRODUCTION INTO THE CITY'S MUNICIPAL WASTEWATER SYSTEM"

SEC. 19-25. PROHIBITED; DISCHARGE STANDARDS.

(A) No person shall introduce or cause to be introduced to the system, directly or indirectly, any pollutant or wastewater that causes pass through or interference. These general prohibitions apply to all persons, whether or not they are subject to categorical pretreatment standards or any other federal, State or local pretreatment standards or requirements.

(B) No person shall introduce or cause to be introduced into the system the following pollutants, substances, or wastewater:

(1) Pollutants that create a fire or explosive hazard in the system, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR Part 261.21;

(2) Any pollutant or wastewater having a pH less than 6.0 or more than 10.0, or that may otherwise cause corrosive structural damage to the city system or equipment;

(3) Solid or viscous substances in amounts that will cause obstruction of the flow in the system resulting in interference but in no case solids greater than ½-inch (1.27 centimeters) in any dimension;

(4) Pollutants, including oxygen-demanding pollutants, released in a discharge at a flow rate and/or pollutant concentration that, either singly or by interaction with other pollutants, will cause interference with the system;

(5) Wastewater having a temperature greater than 140 degrees Fahrenheit (60 degrees Celsius), or that will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater that causes the temperature at the introduction into the treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius);

(6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;

(7) Pollutants that result in the presence of toxic gases, vapors, or fumes within the system in a quantity that may cause acute worker health and safety problems;

(8) Trucked or hauled pollutants, except at discharge points designated by the city manager in accordance with section 19-41 of this article;

(9) Noxious or malodorous liquids, gases, solids, or other wastewater that, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

(10) Wastewater that imparts color that cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the city's NPDES permit;

(11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or federal regulations;

(12) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, single pass noncontact cooling water and unpolluted wastewater, unless specifically authorized by the city manager;

(13) Sludges, screenings, or other residues from the pretreatment of industrial wastes, except as specifically authorized by the city manager;

(14) Medical wastes, except as specifically authorized by the city manager in an IWD permit;

(15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;

(16) Detergents, surface-active agents, or other substances that may cause excessive foaming in the system;

(17) Wastes defined as hazardous waste by RCRA or the California Hazardous Waste Control Law; and/or

(18) Wastewater, when measured with a combustible gas indicator, at the point of discharge into the system or at any point in the system, that results in two readings over five percent or any single reading over ten percent of the lower explosive limit of the combustible gas indicator.

(C) No person shall process or store pollutants, substances, or wastewater prohibited by this section in such a manner that they could be discharged to the system.

(D) No person shall discharge or cause to be discharged any domestic or industrial wastewater to the ground, into any surface drainage conduit, storm drain or channel, or stream or other water course.

(E) Any Industrial User obtaining a new permit after the effective date of this provision to discharge to the sewer shall not discharge wastewater containing total dissolved solids (TDS) at concentrations exceeding 1,850 mg/L. This provision shall become effective on the date the Approval Authority issues its approval of City Ordinance 19-25.

(1) Any Industrial Users currently permitted to discharge to the sewer prior to the effective date of this provision shall be held to a baseline TDS discharge concentration and loading. This provision shall become effective on the date the Approval Authority issues its approval of this ordinance. This requirement shall be incorporated into individual discharge permits. Industrial Users shall be required to establish a baseline TDS concentration and loading based on data collected during a site specific sampling plan approved by the City.

(F) Any industrial user obtaining a new permit after the effective date of this provision to discharge to the sewer shall not discharge wastewater containing boron at concentrations exceeding 1.86 mg/L. This provision shall become effective on the date the Approval Authority issues its approval of this ordinance.

(1) Any Industrial Users currently permitted to discharge to the sewer prior to the effective date of this provision shall be held to a baseline boron discharge concentration and loading. This provision shall become effective on the date the Approval Authority issues its approval of this ordinance. This requirement shall be incorporated into individual discharge permits. Industrial Users shall be required to establish a baseline boron concentration and loading, based on data collected during a site specific sampling plan approved by the City.

(G) Centralized Waste Treatment (CWT) facilities subject to 40 CFR 437 Subcategory D must comply with the "Best Management Practices for Centralized Waste Treatment (CWT) Facilities (Subcategory D Multiple Wastestream)", developed by the California Association of Sanitation Agencies (CASA), February 29, 2016, and any subsequent versions and amendments. Compliance with the CASA BMPs shall be demonstrated before issuance of an industrial waste discharge permit. CWTs that do not fall within Subcategory D, but are classified as Subcategories A, B, or C must comply with all applicable requirements as established in the CASA document.

(H) No person shall discharge or cause to be discharged wastewater (untreated or treated) produced as a byproduct of oil production, drilling fluids or completion fluids from oil and gas well drilling, and fluids associated with or generated during hydraulic fracturing into the sewer system.

(I) No industrial user or person shall discharge or cause to be discharged organic solvents into the sewer system or use the sewer as a means of disposal for organic solvents. Industrial users having organic solvents on site shall provide and use a separate collection and disposal system outside the sewer system and shall provide safeguards against their accidental discharge to the sewer. An approved toxic organic management plan (TOMP) that includes control measures to prevent entry of toxic organics and other solvents into the sanitary sewer system shall be filed by the industrial user as a condition of permission to discharge to the sanitary sewer. The TOMP shall be updated whenever any significant change in the inventory, usage, or management of toxic organic compounds occurs. The updated TOMP shall be submitted to the city of Oxnard for approval. Records documenting appropriate disposal and handling of organic solvents shall be maintained for a period of three years and made available for inspection. Any accidental solvent discharges shall be reported to the City within 24 hours of the discharge.

(J) No Industrial User, Dental Discharger or Person shall discharge or cause to be discharged any mercury or amalgam waste into the sewer system. All dental dischargers that place or remove amalgam must operate and maintain an amalgam separator that complies with ANSI/ADA Specifications 108 (2009) with Technical Addendum (2011) or ISO 11143 Dentistry-Amalgam Separators and any subsequent versions or amendments. The dental discharger shall comply with the most recent Best Management Practices for Dental Amalgam Waste as recommended by the American Dental Association, and specified in 40 CFR 441 (Effluent Limitations Guidelines and Standards for the Dental Category) June 14, 2017. Records documenting appropriate handling and disposal of mercury and amalgam shall be maintained for three years and made available for inspection.

(K) No Industrial User or person shall discharge or cause to be discharged wastewater that exceeds any applicable site-specific limitation for gross beta radioactivity established by the city.

The maximum allowable industrial loading (MAIL) to the wastewater treatment plant for gross beta radioactivity is 6.29 X 10^8 pCi/d. Any SIU that has the potential to discharge gross beta radioactivity at concentrations that may cause interference or pass-through at the POTW will be issued a site-specific limitation based on an allocation of the MAIL established by the city. The site-specific limitation will be incorporated into the individual SIU's discharge permit.
(`64 Code, Sec. 25-13) (Ord. No. 2494)

SEC. 19-26. LOCAL LIMITS.

(A) The city manager is authorized to establish local limits pursuant to 40 CFR 403.5(c).

(B) Limits for the pollutants listed below are established to protect against pass through and interference in accordance with 40 CFR Part 403.5(c). No person shall introduce, or cause to be introduced, wastewater containing quantities or concentrations in excess of the limits identified in the following table:

Pollutant	**Local Limit**
Ammonia	57 mg/L
Arsenic	0.13 mg/L
Biochemical Oxygen Demand	800 mg/L
Cadmium	0.013 mg/L
Chloride	9,205 mg/L
Chromium	0.44 mg/L

Copper	2.02 mg/L
Hydrogen Sulfide (dissolved)	0.34 mg/L
Lead	0.97 mg/L
Mercury	0.05 mg/L
Molybdenum	1.50 mg/L
Nickel	0.14 mg/L
Oil and Grease (vegetable)	250 mg/L
Oil and Grease (mineral)	100 mg/L
Selenium	0.49 mg/L
Silver	0.06 mg/L
Total Suspended Solids	1,000 mg/L
Zinc	1.06 mg/L

(C) All concentrations for metallic substances are for "total" metal unless otherwise indicated. At the discretion of the city manager, mass limitations may be imposed on users in addition to or in place of the concentration based limitations on the above listed pollutants.

(D) The city manager may develop BMPs, by ordinance or in individual wastewater discharge permits or general permits, to implement local limits and the requirements of this section.

(`64 Code, Sec. 25-14) (Ord. No. 2494, 2761)

PART 3. Chapter 19 Article I, Division 4 of the Oxnard City Code is hereby amended, and

Section 19-36, Section 19-43, and Section 19-44 are added to read as follows:

"DIVISION 4. PRETREATMENT OF INDUSTRIAL WASTEWATER"

SEC. 19-36. ADDITIONAL PRETREATMENT MEASURES.

(A) Whenever deemed necessary, the city manager may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate domestic waste streams from industrial waste streams, and such other conditions as may be necessary to protect the system and determine the user's compliance with the requirements of this article.

(B) The city manager may require any person discharging into the system to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure active management of flow. An IWD permit may be issued solely for flow regulation.

(C) Users shall provide gravity separation devices when, in the opinion of the city manager, they are necessary for the proper handling of wastewater containing excessive amounts of oil and grease or sand. All gravity separation devices shall be of a type and capacity approved by the city manager and shall be so located to be easily accessible for cleaning and inspection. Such devices shall be inspected, cleaned, and repaired regularly, as needed, by the user at user's expense.

(D) The city manager may require users with the potential to discharge flammable substances to install and maintain an approved combustible gas detection meter.

(E) All dental dischargers are required to maintain a current Industrial Wastewater Discharge Permit.

(`64 Code, Sec. 25-22) (Ord. No. 2494)

SEC. 19-43. DISCHARGES FROM FOOD ESTABLISHMENTS, VEHICLE MAINTENANCE FACILITIES, AND COMMERCIAL AND INDUSTRIAL LAUNDRIES

(A) All food service establishments that introduce industrial wastewater into the system shall be required to install an approved grease interceptor device designed to prevent the unlawful discharge of fats, oil, and grease into the system. The grease interceptor device shall be a minimum of 750 gallons and in accordance to City Standard Plates 400, 413, and 415. The grease interceptor shall be easily accessible for cleaning and inspection. Maintenance records shall be maintained for a minimum of two years. The city manager may grant variances from the requirements of this paragraph on a case by case basis. The city manager may take into account the following items when determining whether to grant a variance:

(1) Size of the restaurant;

(2) Type and number of meals served per day;

(3) Seating capacity;

(4) Dishwashing facilities on-site; and

(5) Any other criteria the city manager deems applicable.

(B) All automotive related maintenance facilities that introduce industrial wastewater into the system shall be required to install a gravity separation device designed to prevent the excessive discharge of sand, silt, oil, and grease into the system. The gravity separation device shall be a minimum of 750 gallons and in accordance to City Standard Plates 400, 413, and 416. The city manager may grant variances from the requirements of this paragraph on a case by case basis.

(C) All commercial laundries, such as coin-operated facilities, that introduce industrial wastewater into the system shall be required to install a lint removal trap of a size and design approved by the city manager. The lint trap devices shall be cleaned at a minimum of one time per week. All commercial laundries that introduce wastewater into the system shall be required to install a gravity separation device of a minimum 750 gallons and in accordance to City standard plates 400, 413, and 416. The city manager may grant variances from the requirements of this paragraph on a case by case basis.

(D) The city manager may maintain an information file available for public use of acceptable designs of grease interceptors and gravity separation devices. These devices shall be designed in accordance with City standard plates 400, 413, 415, or 416. The installation of a design shown in such file or of any design meeting the size requirement set forth in this article or any recommendation of requirements made by the city manager shall not impute any liability to the city for the adequacy of the interceptor or gravity separation device under the actual conditions

of use. Such installation shall not relieve the owner or proprietor of responsibility for keeping prohibited substances or substances in excess of the local limits in Section 19-26.

(`64 Code, Sec. 25-29) (Ord. No. 2494)

PART 4. Chapter 19 Article I, Division 5 of the Oxnard City Code is hereby amended, and

Section 19-51 is added to read as follows:

"DIVISION 5. INDUSTRIAL WASTEWATER DISCHARGE PERMIT SYSTEM"

SEC. 19-51. INDUSTRIAL WASTEWATER DISCHARGE PERMIT REQUIREMENTS.

(A) No non-domestic user shall discharge or cause to be discharged wastewater, either directly or indirectly, into the system without first obtaining an IWD permit from the city manager. All non-domestic users, including, but not limited to, SIUs, CIUs, commercial and industrial laundromats, food service establishments, automotive-related businesses, and dental dischargers, are required to maintain a current Industrial Wastewater Discharge Permit.

(B) The city manager may require other users to obtain an IWD permit as necessary to carry out the purposes of this article.

(C) Any violation of the terms and conditions of an IWD permit shall be deemed a violation of this article and subjects the user to the sanctions set out in Divisions 8 through 10 of this Article. Obtaining an IWD permit does not relieve an Industrial User of its obligation to comply with all federal and State pretreatment standards or requirements or with any other requirements of federal, State and local law.

(`64 Code, Sec. 25-33) (Ord. No. 2494)

PART 5. SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the act which can be given without the invalid provision or application, and to this end the provision of this act are severable.

PART 6. EFFECTIVE DATE

This ordinance shall take effect and be in full force thirty (30) days after its adoption.

PART 7. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated

to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of the ordinance.

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PART 9. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on _____, 20____, and finally adopted on _____, 20____, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CHAPTER 19: PUBLIC WORKS

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ARTICLE I. SEWERAGE SYSTEM; WASTEWATER DISPOSAL

DIVISION 1. GENERAL PROVISIONS

SEC. 19-1. PURPOSE AND POLICY.

(A) This article sets forth uniform requirements for users of the municipal wastewater system of the city (system) and enables the city to comply with all applicable State and federal laws including the Clean Water Act (33 USC Sections 1251 *et seq.*), general pretreatment regulations (40 CFR Part 403), and the requirements of the city's national pollutant discharge elimination system (NPDES) permit. The objectives of this article are:

(1) To prevent the introduction of pollutants into the system that will pass through the system inadequately treated, enter receiving waters, or otherwise interfere with or be incompatible with the system;

(2) To protect city employees who may be affected by wastewater and sludge in the course of their employment and the general public;

(3) To promote reuse and recycling of wastewater and biosolids from the system;

(4) To provide for fees for the equitable distribution of the cost of operation, maintenance and improvement of the system; and

(5) To enable city to comply with its NPDES permit conditions, sludge use and disposal requirements and any other federal or State laws and regulations to which the system is subject.

(B) This article authorizes the issuance of industrial wastewater discharge permits; authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

(C) This article shall apply to all persons within the city who use the system and to persons outside the city who, by contract with the city, are included as users of the system. By discharging wastewater into the system, users located beyond the city limits agree to comply with the terms and conditions established in this article, as well as any permits, contracts or orders issued hereunder.

(`64 Code, Sec. 25-1) (Ord. No. 2494)

SEC. 19-2. ADMINISTRATION.

(A) Except as otherwise provided herein, the city manager shall administer, implement and enforce the provisions of this article.

(B) The city manager is authorized to promulgate regulations and standards reasonably necessary to protect the system, to comply with all applicable federal and State laws required by the Act and the general pretreatment regulations, to control and regulate the proper use of the system, to regulate the rate of flow and the quality and quantity of wastewater discharges to the system, to prevent overflow, and to provide for the issuance, suspension or revocation of industrial wastewater discharge (IWD) permits; provided, however, the regulations shall be consistent with the provisions of this article and formulated to result in the uniform control of the system.

(`64 Code, Sec. 25-2) (Ord. No. 2494)

SEC. 19-3. ABBREVIATIONS.

For purposes of this article, the following abbreviations, shall have the designated meanings:

(A) BOD - Biochemical Oxygen Demand;

(B) BMP - Best Management Practice;

(C) BMR - Baseline Monitoring Report;

(D) CASA – California Association of Sanitary Agencies

(E) CFR - Code of Federal Regulations;

(F) CIU - Categorical Industrial User;

(G) COD - Chemical Oxygen Demand;

(H) DIU - Dental Industrial User

(I) EPA - U.S. Environmental Protection Agency;

(J) gpd - Gallons per Day;

(K) IU - Industrial User;

(L) IWD - Industrial Wastewater Discharge;

(M) LC50 - Lethal Concentration for 50 Percent of the Test Organisms;

(N) L - Liter;

(O) MAIL - Maximum Allowable Industrial Loading

(P) mg - Milligrams, mg/L - Milligrams per Liter;

(Q) NPDES - National Pollutant Discharge Elimination System;

(R) NSCIU - Non-Significant Categorical Industrial User;

(S) O&M - Operation and Maintenance;

(T) POTW - Publicly Owned Treatment Works

(U) RCRA - Resource Conservation and Recovery Act;

(V) SIC - Standard Industrial Classification;

(W) SIU - Significant Industrial User;

(X) SNC - Significant Noncompliance;

(Y) SWDA - Solid Waste Disposal Act (42 USC Sections 6901 *et seq.*);

(Z) TDS - Total Dissolved Solids;

(AA) TOMP – Toxic Organics Management Plan

(BB) TSS - Total Suspended Solids;

(CC) TTO - Total Toxic Organics; and

(DD) USC - United States Code.

(`64 Code, Sec. 25-3) (Ord. No. 2494, 2761)

SEC. 19-4. DEFINITIONS.

For the purposes of this article, the following words shall have the following meanings:

(A) ACT - The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC Sections 1251 *et seq.*

(B) APPROVAL AUTHORITY - California State Water Resources Control Board or Regional Water Quality Control Board, Los Angeles Region.

(C) AUTHORIZED REPRESENTATIVE OF THE USER -

(1) If the user is a corporation, a responsible corporate officer. For the purpose of this paragraph, a responsible corporate officer means:

(a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the

regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and to initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.

(3) If the user is a federal, State, or local government entity, the principal executive officer or director having responsibility for the overall operation of the discharging facility.

(4) A duly authorized representative of the individual designated in subsections (1), (2), or (3) of this subsection (C) if:

(a) The authorization is made in writing by the individual described in paragraph (1), (2), or (3);

(b) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager, operator of a well, or a well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

(c) The written authorization is submitted to the city.

(D) BIOCHEMICAL OXYGEN DEMAND (BOD) - Quantity of oxygen utilized in the biochemical oxidation of organic material under standard laboratory procedures for 5 days at 20 degrees centigrade, usually expressed as a concentration such as mg/l.

(E) BEST MANAGEMENT PRACTICES (BMPs) - The schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 19-25(A) and (B) [40 CFR 403.5(a)(1) and (b)] including treatment requirements, operating procedures, practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage and also including alternative means (i.e., management plans) of complying with, or in place of certain established categorical Pretreatment Standards and effluent limits.

(F) BUILDING SEWER - A sewer conveying wastewater from the premises of a person to the public sewer, private sewer, individual wastewater disposal system or other approved point of disposal.

(G) BYPASS - The intentional diversion of waste and/or wastewater from any portion of a user's pretreatment facility.

(H) CATEGORICAL PRETREATMENT STANDARD or CATEGORICAL STANDARD - Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 USC Section 1317) that apply to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471, incorporated herein by reference.

(I) CATEGORICAL INDUSTRIAL USER - An industrial user subject to a categorical pretreatment standard or categorical standard.

(J) [CITY] - The City of Oxnard or the City Council of Oxnard.

(K) CITY MANAGER - The Oxnard City Manager or their designee

(L) CHEMICAL OXYGEN DEMAND (COD) - A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

(M) COLOR - The optical density at visual wave length of maximum absorption, relative to distilled water in which 100% transmittance is equivalent to zero optical density.

(N) COMPLIANCE SCHEDULE - A schedule containing increments of progress, in the form of dates, for the commencement and completion of major events leading to the construction and operation of pretreatment equipment and/or systems required for the user to meet applicable pretreatment standards.

(O) COMPOSITE SAMPLE - The sample resulting from the combination of individual wastewater samples taken at selected intervals, based on an increment of either flow or time.

(P) CONNECTION - The part of any sewer extending from a sewer main in a public easement or right-of-way to private property for exclusive use of the property.

(Q) CONTROL AUTHORITY - The city.

(R) COOLING WATER - The water discharged from any use, including but not limited to, air conditioning, cooling or refrigeration units to which the only pollutant added is heat.

(S) DAILY MAXIMUM - The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

(T) DAILY MAXIMUM LIMIT - The maximum allowable discharge limit of a pollutant during a calendar day. Where daily maximum limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

(U) DENTAL INDUSTRIAL USER also known as a DENTAL DISCHARGER - A facility where the practice of dentistry is performed that discharges wastewater to a publicly owned treatment works (POTW), including, but not limited to, institutions, permanent or temporary offices, clinics, home offices, and facilities owned and operated by Federal, state or local governments~~,~~. ~~that discharges wastewater to a publicly owned treatment works (POTW)~~

(V) DISCHARGE - The discharge or the introduction of pollutants into the system by a person.

(W) DOMESTIC WASTEWATER - Human excrement and gray water from such uses as household showers and dish washing.

(X) ENVIRONMENTAL PROTECTION AGENCY (EPA) - The U.S. Environmental Protection Agency or, where appropriate, the regional water management division director, or other duly authorized official.

(Y) EXISTING SOURCE - Any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

(Z) FEE - Any charge assessed to a person associated with the use, or continued use, of any portion of the system and includes, but is not limited to, a charge for connection or tap for new customers; monthly sewer service; IWD permit; excess capacity connection; wastewater treatment; excessive wastewater strength; laboratory testing; waste hauler's permit; oversize sewer; and noncompliance.

(AA) FOOD ESTABLISHMENT - Any facility engaged in the preparation of food products for sale. A facility engaged in the sale of food products that are wholly prepared off-site is not included within this definition.

(BB) FORMULA USERS - Those users who are regulated under the IWD permit system and billed according to a formula based on the measured or set strength and volume of their

(CC) GARBAGE - The putrescible animal and vegetable wastes resulting from the handling, preparation and consumption of foods.

(DD) GRAB SAMPLE - A sample which is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.

(EE) GRAVITY SEPARATION DEVICE - A device designed, constructed, and operated for the purpose of retaining sand, silt, grit, mineral material, and oil by gravity-differential separation from wastewater.

(FF) GREASE - A varied group of compounds having the common properties of immiscibility with water and a specific gravity lower than water as determined by appropriate procedures set forth in 40 CFR Part 136.

(GG) GREASE INTERCEPTOR or INTERCEPTOR - A device of at least 750 gallon capacity designed, constructed, and operated to separate and retain grease while permitting the wastewater to be discharged into the system.

(HH) GROUND GARBAGE - The residue from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in a public sewer, with no particle greater than 1/2-inch in any dimension.

(II) HOLDING TANK WASTEWATER - Any wastewater from holding tanks including, but not limited to, vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

(JJ) INDIRECT DISCHARGE - The introduction of pollutants into the system from any non-domestic

source regulated under Section 307 (b), (c), or (d) of the Act.

(KK) INDUSTRIAL USER - Any producing, manufacturing, processing, institutional, commercial, agricultural or similar person that discharges, directly or indirectly, wastewater into the system that is solid, liquid or gaseous waste and contains pollutants different from, or stronger than, or with constituents other than those defined for domestic wastewater.

(LL) INDUSTRIAL WASTEWATER - ~~The liquid and water-carried industrial waste~~Any non-domestic, liquid byproduct produced as a result of business operations, whether treated or untreated, which is ~~contributed~~ discharged into or permitted to enter the POTW~~system~~.

(MM) INDUSTRIAL WASTEWATER DISCHARGE PERMIT or PERMIT or IWD PERMIT - A conditionally written authorization to allow a user to utilize the system for the discharge of industrial wastewater.

(NN) INSTANTANEOUS MAXIMUM DISCHARGE LIMIT - The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

(OO) INTERFERENCE - A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the system, its treatment processes or operations or its biosolids processes, use or disposal, and that is therefore a cause of a violation of the city's NPDES permit or of the prevention of biosolids use or disposal in compliance with all applicable federal, State, or local regulations, including but not limited to: Section 405 of the Act, the SWDA, including Title II, commonly referred to as RCRA, any and all federal and State clean air acts, the Toxic Substances Control Act, and the Marine Protection, Research, and Sanctuaries Act.

(PP) LOCAL LIMIT - Specific discharge limits developed and enforced by [the City] upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

(QQ) MASS EMISSION RATE - The weight of material discharged to the system during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of a particular constituent or combination of constituents.

(RR) MAXIMUM ALLOWABLE INDUSTRIAL LOADING (MAIL) - The maximum loading of a pollutant that can be received at a POTW's headworks from all permitted industrial users and other controlled sources without causing pass through or interference.

(SS) MEDICAL WASTE - Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

(TT) MONITORING FACILITIES - An approved opening to a building sewer for the purpose of inspection, sampling and/or flow measurement.

(UU) MONTHLY AVERAGE - The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

(VV) MONTHLY AVERAGE LIMIT - The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

(WW) MUNICIPAL WASTEWATER SYSTEM or SYSTEM - A "treatment works," as defined by Section 212 of the Act, owned by the city and includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of wastewater (domestic or industrial) and any conveyances which convey wastewater to the treatment plant.

(XX) -

(YY) NARRATIVE STANDARD OR NARRATIVE LIMIT – Any statement of prohibition or condition on a discharge established in this ordinance that is not a local limit. Narrative standards include but are not limited to prohibited discharge standards and best management practices.~~NARRATIVE LIMIT – See definition for PROHIBITED DISCHARGE STANDARDS~~

(YY) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - A permit issued pursuant to Section 402 of the Act.

(ZZ) NATIONAL PROHIBITIVE DISCHARGE STANDARD or PROHIBITIVE DISCHARGE

STANDARD - Any regulation developed under the authority of Section 307(b) of the Act.

(AAA) NEW SOURCE -

(1) Any building structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge or pollutants at an existing source; or

(c) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(2) Construction on a site at which an existing source is located and results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subdivisions (1)(b) or (1)(c) above, but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source, as defined under this subsection, has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous on-site construction program:

1. Any placement, assembly, or installation of facilities or equipment; or
2. Significant site preparation work including clearing, excavation or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.

(BBB) NONCONTACT COOLING WATER - Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

(CCC) PASS THROUGH - A discharge that exits the system into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city's NPDES permit, including an increase in the magnitude or duration of a violation.

(DDD) PERSON - Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns; and including all federal, State and local governmental entities.

(EEE) pH - A measure of the acidity or alkalinity of a substance, expressed in standard units.

(FFF) POLLUTANT - Dredged spoil, solid waste, incinerator residue, filter backwash, domestic wastewater, garbage, sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharge equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes and certain characteristics of the wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

(GGG) PRETREATMENT or TREATMENT - The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the system. Such pretreatment or treatment can be accomplished by physical, chemical, biological processes, or by other means, with the exception of diluting the concentration of the pollutant unless allowed by an applicable pretreatment standard.

(HHH) PRETREATMENT FACILITY - Any works or device for the treatment or flow limitation of domestic wastewater, liquid waste, industrial waste or industrial wastewater prior to discharge into

the system.

(III) PRETREATMENT REQUIREMENTS - Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

(JJJ) PRETREATMENT STANDARDS or STANDARDS - Prohibited discharge standards, categorical pretreatment standards, and/or local limits.

(KKK) PRIVATE SEWER - A sewer, other than a connection, laid by a person to serve one or more buildings, so as to connect a building to a public sewer and irrespective of whether the sewer is constructed on public or private property.

(LLL) PRIVATE WASTEWATER DISPOSAL SYSTEM - A septic tank with the effluent discharging into a subsurface disposal field, into one or more seepage pits or into a combination of subsurface disposal field and seepage pit or other wastewater holding facilities.

(MMM) PROHIBITED DISCHARGE STANDARDS or PROHIBITED DISCHARGE - Absolute prohibitions against the discharge of certain substances; these prohibitions appear in section 19-25~~13~~ of this article.

(NNN) PUBLICLY OWNED TREATMENT WORKS (POTW) - A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by a State or municipality (as defined by section 502(4) of the Act). This definition includes any devices or systems used in the storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW treatment plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

(OOO) RADIOACTIVE MATERIAL - Material containing chemical elements that spontaneously change their atomic structure by emitting any particles, rays or energy forms in excess of normal background radiation.

(PPP) SEEPAGE PIT - A lined excavation in the ground which receives the discharge of a septic tank and is designed to permit the effluent from the septic tank to seep through its bottom and side.

(QQQ) SEPTAGE - Any domestic wastewater from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

(RRR) SEPTIC TANK - A watertight receptacle which receives the domestic wastewater discharge of a building and is designed and constructed to separate solids from the liquid, digest organic matter through a period of detention and allow the liquid to discharge into the soil outside of the tank through a system of open joint or perforated piping or a seepage pit.

(SSS) SETTLEABLE SOLIDS - Any solid that will settle out of a liquid in a specified interval of time as determined by appropriate procedures set forth in 40 CFR 136.

(TTT) SEWAGE - Human excrement and gray water (household showers, dishwashing operations, etc.).

(UUU) SEWER - A pipe or conduit together with appurtenances for carrying wastewater.

(VVV) SIGNIFICANT CHANGE - Plus or minus 25% in an industrial user's typical discharge pattern, flow rate, peak flow rate, constituents, concentration of constituents or characteristics.

(WWW) SIGNIFICANT INDUSTRIAL USER -

(1) A user subject to categorical pretreatment standards; or

(2) A user that:

(a) Discharges an average of 10,000 gpd or more of industrial wastewater to the system;

(b) Contributes a waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the system; or

(c) Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the system's operation or for violating a pretreatment standard or requirement.

(3) The [City] may determine that an industrial user subject to categorical pretreatment standards is a non-significant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:

(a) The industrial user, prior to [City's] finding, has consistently complied with all applicable categorical pretreatment standards and requirements;

(b) The industrial user annually submits the certification statement required in 40 CFR 403.12(q), together with any additional information necessary to support the certification statement; and

(c) The industrial user never discharges any untreated concentrated wastewater.

(4) Upon a finding that a user meeting the criteria in subdivision (2) above has no reasonable potential for adversely affecting the system operation or for violating any pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR Part 403.8(f)(6), determine that such user should not be considered a significant industrial user.

(XXX) SLUG LOAD or SLUG DISCHARGE - Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in this chapter. A slug discharge is any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTWs regulations, local limits or permit conditions.

(YYY) STANDARD INDUSTRIAL CLASSIFICATION (SIC) - A classification pursuant to the Standard Industrial Classification Manual, latest edition, issued by the U.S. Office of Management and Budget.

(ZZZ) STANDARD METHODS - Standard Methods for the Examination of Water and Wastewater, latest edition, published by American Water Works Association, Water Environment Association, and the American Public Health Association, 1015 18th Street, NW, Washington, D.C. 20036.

(AAAA) STANDARD SPECIFICATIONS - The current edition of standards and requirements relating to size, quantity, quality and performance, including standard drawing, as detailed and made available by the city.

(BBBB) STATE - State of California.

(CCCC) STORM WATER - Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelts.

(DDDD) SUSPENDED SOLIDS - The total suspended matter in wastewater, as determined by the appropriate procedures set forth in 40 CFR Part 136.

(EEEE) TOTAL DISSOLVED SOLIDS - The solid matter in solution in wastewater, as determined by the appropriate procedures set forth in 40 CFR Part 136.

(FFFF) TOXIC~~TAL~~ ORGANICS MANAGEMENT PLAN ~~—~~ A plan that specifies the toxic organic compounds used, the method of disposal used (instead of discharge into waste streams), and procedures for assuring that toxic organics do not spill or leak into wastewater discharged into the POTW

(GGGG) TOTAL TOXIC ORGANICS - The summation of all quantifiable values greater than 0.01 milligrams per liter, subject to the local limits established pursuant to section 19-26 of this article, for the following toxic organics: Acenaphthene, Acrolein, Acrylonitrile, Benzene, Benzidine, Carbon tetrachloride (tetrachloromethane), Chlorobenzene, 1,2,4-trichlorobenzene, Hexachlorobenzene, 1,2-dichloroethane, 1,1,1-trichloroethane, Hexachloroethane, 1,1-dichloroethane, 1,1,2-trichloroethane, 1,1,2,2-tetrachloroethane, Chloroethane, Bis (2-chloroethyl) ether, 2-chloroethyl vinyl ether (mixed), 2-chloronaphthalene, 2,4,6-trichlorophenol, Parachlorometa cresol, Chloroform (trichloromethane), 2-chlorophenol, 1,2-dichlorobenzene, 1,3-dichlorobenzene, 1,4-dichlorobenzene, 3,3-dichlorobenzidine, 1,1-dichloroethylene, 1,2-trans-dichloroethylene, 2,4-dichlorophenol, 1,2-dichloropropane, 1,3-dichloropropylene (1,3-dichloropropene), 2,4-dimethylphenol, 2,4-dinitrotoluene, 2,6-dinitrotoluene, 1,2-diphenylhydrazine, Ethylbenzene, Fluoranthene, 4-chlorophenyl phenyl ether, 4-bromophenyl phenyl ether, Bis (2-chloroisopropyl) ether, Bis (2-chloroethoxy) methane, Methylene chloride (dichloromethane), Methyl chloride (chloromethane), Methyl bromide (bromomethane), Bromoform (tribromomethane), Dichlorobromomethane, Chlorodibromomethane, Hexachlorobutadiene, Hexachlorocyclopentadiene, Isophorone, Naphthalene, Nitrobenzene, 2-nitrophenol, 4-nitrophenol, 2,4-dinitrophenol, 4,6-dinitro-o-cresol, N-nitrosodimethylamine, N-nitrosodiphenylamine, N-nitrosodi-n-propylamine, Pentachlorophenol, Phenol, Bis (2-ethylhexyl) phthalate, Butyl benzyl phthalate, Di-n-butyl phthalate, Di-n-octyl phthalate, Diethyl phthalate, Dimethyl phthalate, 1,2-benzanthracene (benzo(a)anthracene), Benzo(a)pyrene (3,4-benzopyrene),

3,4-Benzofluoranthene (benzo(b)fluoranthene), 11,12-benzofluoranthene (benzo(k)fluoranthene), Chrysene, Acenaphthylene, Anthracene, 1,12-benzoperylene (benzo(ghi)perylene), Fluorene, Phenanthrene, 1,2,5,6-dibenzanthracene (dibenzo(a,h)anthracene), Indeno (1,2,3-cd) pyrene) (2,3 o-phenylene pyrene), Pyrene, Tetrachloroethylene, Toluene, Trichloroethylene, Vinyl chloride (chloroethylene), Aldrin, Dieldrin, Chlordane (technical mixture and metabolites), 4,4-DDT, 4,4-DDE (p,p-DDX), 4,4-DDD (p,p-TDE), Alpha-endosulfan, Beta-endosulfan, Endosulfan sulfate, Endrin, Endrin aldehyde, Heptachlor, Heptachlor epoxide, (BHC-hexachlorocyclohexane): Alpha-BHC, Beta-BHC, Gamma-BHC, Delta-BHC, (PCB-polychlorinated biphenyls): PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260), PCB-1016 (Arochlor 1016), Toxaphene, 2,3,7,8-tetrachlorodibenzo- p-dioxin (TCDD).

(HHHH) TOXIC POLLUTANT - The pollutants, or combination of pollutants, listed as toxic in regulations promulgated by the EPA (40 CFR Part 401.15) under authority of Section 307(a)(1) of the Act.

(IIII) UNCONTAMINATED WATER - Any water not contaminated or polluted with sewage or other waste and which is suitable for discharge into the storm water drainage system, excluding unlined natural water courses.

(JJJJ) UPSET - An exceptional incident in which there is unintentional and temporary noncompliance with categorical and/or local pretreatment standards because of factors beyond the reasonable control of the industrial user; this does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(KKKK) USER - A source of direct or indirect discharge.

(LLLL) WASTEWATER - Liquid and water-carried industrial wastes and domestic wastewater from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed directly or indirectly to the system.

(MMMM) WASTEWATER TREATMENT PLANT or TREATMENT PLANT - That portion of the system designed to provide treatment of domestic and industrial wastewater.

(`64 Code, Sec. 25-4) (Ord. No. 2494, 2761, 2875)

DIVISION 2. WASTEWATER COLLECTION/CONVEYANCE SYSTEM

SEC. 19-10. SERVICE CONNECTIONS.

(A) Sewer service connections may be made to either publicly or privately owned and maintained authorized collection systems. No person shall connect any private property in the city to the system without first obtaining a connection permit issued by the city manager and paying to the city the connection fee required therefore.

(B) The number of connection permits required for any development shall be based upon the number of sewer service connections. A separate sewer connection is normally required for each detached building.

(C) Food establishments and commercial laundries shall have a separate water connection from other users in the same building.

(D) The city manager may impose other requirements if the city manager determines that public health and safety, system protection, maintenance costs, or liability concerns so dictate.

(E) In order for the city to have sufficient information to make a determination of appropriate fees, building permit applicants shall submit sewer service plumbing plans prepared by a registered engineer or project architect in conjunction with the building permit application for all new and replacement structures. The plumbing and irrigation plans shall show all the proposed line sizes and locations.

(F) Every connection, disconnection and permanent blocking or plugging made between private property and the system shall be made in the manner and with the material required by the specifications for public sewers approved by the city and in accordance with the city's specifications for construction.

(`64 Code, Sec. 25-5) (Ord. No. 2494)

SEC. 19-11. CONNECTION TO MAINS TO BE MAINTAINED BY OWNER.

All connections, including the lateral, wye or saddle at the city's sewer, shall be maintained at the expense of the property owner of which the connection originates.
(`64 Code, Sec. 25-6) (Ord. No. 2494)

SEC. 19-12. DEMOLITION AND ABANDONMENT OF SERVICES PREMISES.

The owner of property connected to the system shall disconnect or permanently block or plug connections when further use of the property, for any purpose requiring the connection, is abandoned or when the structure or facility on the property requiring the connection is demolished without replacement. A public works permit for abandonment of sewer lateral shall be required prior to commencement of abandonment. If a property owner or his/her agent has failed to so effect the disconnection or blockage, the city manager may disconnect or block the connection, and the cost thereof shall be deemed a debt to the city and shall be charged to the owner.
(`64 Code, Sec. 25-7) (Ord. No. 2494)

SEC. 19-13. AVAILABILITY OF CAPACITY: RESTRICTION OF DISCHARGE RATE.

(A) If the system capacity is not available, the city manager may restrict discharge until sufficient capacity is made available. The city manager may refuse immediate service to any new facility located in an area where there is insufficient capacity in the system to accommodate the proposed quantity of the wastewater.
(B) The city manager may restrict the rate of discharge into the system during the peak flow hours (8:00 a.m. to 10:00 p.m.) or at any other time when required to prevent the overloading of the system. A discharger so restricted shall be required either to curtail the rate of discharge or to provide approved storage or retention facilities for the wastewater. Wastewater so retained may be discharged into the system between the hours of 10:00 p.m. and 6:00 a.m., or during other periods and at a rate of flow prescribed by the city manager.
(`64 Code, Sec. 25-8) (Ord. No. 2494)

SEC. 19-14. EXCESSIVE SEWER MAINTENANCE EXPENSE.

Any person who introduces or causes to be introduced into the system, either directly or indirectly, any pollutant or wastewater which creates a stoppage, plugging, breakage, reduction in the capacity of any portion of the system or any other damage to the system shall be liable for the damage and for maintenance, operation, and replacement expenses, including overhead costs, occasioned thereby. Expense of the damage, any excessive maintenance expense, or any other expenses attributable thereto shall be deemed a debt to the city and shall be charged to the offending person by the city manager.
(`64 Code, Sec. 25-9) (Ord. No. 2494)

SEC. 19-15. DAMAGE TO CITY'S MUNICIPAL WASTEWATER SYSTEM; CREATION OF OTHER LIABILITY.

Any person who introduces or causes to be introduced into the system, either directly or indirectly, any prohibited pollutant or wastewater which causes detrimental effects to the city's system or treatment plant processes or causes a violation of the city's NPDES permit or other regulation imposed by a regulatory agency shall be liable for all damages and costs occasioned thereby, including any penalty assessed by a regulatory agency. The damages, costs or penalty assessed shall be deemed a debt to the city and shall be charged to the offending person by the city manager.
(`64 Code, Sec. 25-10) (Ord. No. 2494)

SEC. 19-16. PROVISIONS FOR EXTENSION OF SYSTEM.

(A) In addition to the payment of a connection fee, any person requesting service to a lot that is not adjacent to the system shall be responsible for installation of a sewer extension in dedicated streets, alleys or easements accepted by the city. Sewers shall be installed in sewer easements only when it is not in the public interest for the city to accept dedication of a street or alley in the particular location. The required sewer extension shall include all facilities necessary to serve the property as well as all abutting sewers indicated by

the sewer master plan. All construction shall conform to city standards and detailed plans approved by the city manager. The city manager shall determine the size sewer required for the area for which application for service is made. A sewer shall not have an inside diameter of less than eight inches. In the case of sewer trunk mains in the sewer master plan, an appropriate credit against collection fees and cash reimbursement may be allowed in an amount to be determined by the city manager.

(B) If sewer facilities that the person would otherwise be required to provide have previously been installed, the person shall be required to pay to the city a sewer charge consisting of a pro rata share of such facilities as determined by the city manager. If such previous installation was made by the applicant or his/her predecessor in interest in the property to which service is desired, the applicant may be entitled to credit in an amount to be determined by the city manager for such installation. Previous installations eligible for these credits must have been made less than 20 years before the application. Credit for previous installations will be applied against sewer charges, but in no event shall such credits be greater than the amount paid for actual construction of the extension.

(C) When installed, connected and finally inspected, all sewer extensions shall be deemed automatically offered for dedication to the city and upon acceptance shall become the property of the city. All necessary easements shall be granted to the city.

(`64 Code, Sec. 25-11) (Ord. No. 2494)

SEC. 19-17. SPECIAL PROVISION FOR EXTENSION OF SYSTEM.

(A) When an application requires a sewer extension and it is necessary or desirable to design the extension to serve an area or users, actual or potential, in excess for that which the application is made, the applicant may be eligible for a credit for a portion of the design and construction costs for the extension. Any such credit shall be granted in an amount to be determined by the city manager.

(B) If the sewer to be constructed is included in the current sewer master plan implementation schedule, and said sewer is constructed, in part, by the applicant, the city manager may authorize an appropriate credit against the applicant's sewer connection fee. No applicant may receive a credit for more than the total amount of sewer connection fees that would be normally required of the applicant. Any credit granted by the city manager shall only be for the actual engineering and construction costs of the sewer.

(C) Upon completion of a sewer which is not in the current sewer master plan implementation schedule and to which future connections could be made, the city manager shall determine the actual cost thereof and the existing sewer charge against each front foot of abutting property, taking into consideration intersections and other property that would not receive water service.

(`64 Code, Sec. 25-12) (Ord. No. 2494)

DIVISION 3. WASTEWATER INTRODUCTION INTO THE CITY'S MUNICIPAL WASTEWATER SYSTEM

SEC. 19-25. PROHIBITED; DISCHARGE STANDARDS.

(A) No person shall introduce or cause to be introduced to the system, directly or indirectly, any pollutant or wastewater that causes pass through or interference. These general prohibitions apply to all persons, whether or not they are subject to categorical pretreatment standards or any other federal, State or local pretreatment standards or requirements.

(B) No person shall introduce or cause to be introduced into the system the following pollutants, substances, or wastewater:

(1) Pollutants that create a fire or explosive hazard in the system, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR Part 261.21;

(2) Any pollutant or wastewater having a pH less than 6.0 or more than 10.0, or that may otherwise cause corrosive structural damage to the city system or equipment;

(3) Solid or viscous substances in amounts that will cause obstruction of the flow in the system resulting in interference but in no case solids greater than ½-inch (1.27 centimeters) in any dimension;

(4) Pollutants, including oxygen-demanding pollutants, released in a discharge at a flow rate and/or

pollutant concentration that, either singly or by interaction with other pollutants, will cause interference with the system;

(5) Wastewater having a temperature greater than 140 degrees Fahrenheit (60 degrees Celsius), or that will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater that causes the temperature at the introduction into the treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius);

(6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;

(7) Pollutants that result in the presence of toxic gases, vapors, or fumes within the system in a quantity that may cause acute worker health and safety problems;

(8) Trucked or hauled pollutants, except at discharge points designated by the city manager in accordance with section 19-41 of this article;

(9) Noxious or malodorous liquids, gases, solids, or other wastewater that, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

(10) Wastewater that imparts color that cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the city's NPDES permit;

(11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or federal regulations;

(12) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, single pass noncontact cooling water and unpolluted wastewater, unless specifically authorized by the city manager;

(13) Sludges, screenings, or other residues from the pretreatment of industrial wastes, except as specifically authorized by the city manager;

(14) Medical wastes, except as specifically authorized by the city manager in an IWD permit;

(15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;

(16) Detergents, surface-active agents, or other substances that may cause excessive foaming in the system;

~~(17) Fats, oils, or greases of animal or vegetable origin in concentrations greater than 250 mg/l;~~

(~~18~~17) Wastes defined as hazardous waste by RCRA or the California Hazardous Waste Control Law; and/or

(~~19~~18) Wastewater, when measured with a combustible gas indicator, at the point of discharge into the system or at any point in the system, that results in two readings over five percent or any single reading over ten percent of the lower explosive limit of the combustible gas indicator.

(C) No person shall process or store pollutants, substances, or wastewater prohibited by this section in such a manner that they could be discharged to the system.

(D) No person shall discharge or cause to be discharged any domestic or industrial wastewater to the ground, into any surface drainage conduit, storm drain or channel, or stream or other water course.

(E) Any ~~new~~ industrial user obtaining a new permit after the effective date of this provision to discharge to the sewer shall not discharge wastewater containing total dissolved solids (TDS) at concentrations exceeding 1,850 mg/L. This provision shall become effective on the date the Approval Authority issues its approval of ~~this ordinance~~City Ordinance 19-25. ~~Industries that have been previously permitted to discharge to the sewer prior to the effective date of this provision are exempt fromnot subject to this the limit, provided their permitted flows remain the same. Current industries that obtain an increase in their permitted flow following the effective date of this provision will be subject to the 1,850 mg/L TDS limit for the incremental flow volume.~~

Any Industrial Users currently permitted to discharge to the sewer prior to the effective date of this provision ~~at concentrations below 1,850 mg/L~~ shall be held to ~~their~~a ~~current (~~baseline~~)~~ TDS discharge concentration and loading~~, as an anti-degradation requirement~~. This provision shall become effective- on the date the Approval Authority issues its approval of this ordinance. This~~e anti-~~

~~degradation~~is requirement ~~will~~shall be incorporated into individual ~~SIU~~ discharge permits. ~~SIUs~~ Industrial Users ~~will~~shall be required to establish a baseline TDS concentration and loading~~,~~ based on ~~one year of~~data collected during a site specific sampling plan ~~developed~~approved by the City~~data~~. ~~The Ccity may authorize an increase in the permitted TDS concentration based on water conservation, provided the baseline loading remains the same.~~

(F) Any ~~new~~ industrial user obtaining a new permit after the effective date of this provision to discharge to the sewer shall not discharge wastewater containing boron at concentrations exceeding 1.86 mg/L. This provision shall become effective on the date the Approval Authority issues its approval of this ordinance. ~~Industries that have been previously permitted to discharge to the sewer prior to the effective date of this provision are exemptnot subject to thisfrom the limit, provided their permitted flows remain the same. Current industries that obtain an increase in their permitted flow following the effective date of this provision will be subject to the 1.86 mg/L boron limit for the incremental flow volume.~~

Any Industrial Users currently permitted to discharge to the sewer prior to the effective date of this provision ~~at concentrations below 1.86 mg/L~~ shall be held to ~~their~~a ~~current (~~baseline~~)~~ boron discharge concentration and loading~~, as an anti-degradation requirement~~. This provision shall become effective on the date the Approval Authority issues its approval of this ordinance. This~~e anti-degradation~~ requirement ~~will~~shall be incorporated into individual ~~SIU~~ discharge permits. ~~SIUs~~Industrial Users ~~will~~shall be required to establish a baseline ~~TDS~~ boron concentration and loading, based on ~~one year of sampling data~~data collected during a site specific sampling plan ~~developed~~approved by the City. ~~The Ccity may authorize an increase in the permitted TDSboron concentration based on water conservation, provided the baseline loading remains the same.~~

(G)

(G) Centralized Waste Treatment (CWT) facilities subject to 40 CFR 437 Subcategory D must comply with the "Best Management Practices for Centralized Waste Treatment (CWT) Facilities (Subcategory D Multiple Wastestream)", developed by the California Association of Sanitation Agencies (CASA), February 29, 2016, and any subsequent versions and amendments. Compliance with the CASA BMPs ~~must~~shall be demonstrated before issuance of an industrial waste discharge permit. CWTs that do not fall within Subcategory D, but are classified as Subcategories A, B, or C must comply with all applicable requirements as established in the CASA document~~se Best Management Practices~~.

(H) No person shall ~~D~~discharge or cause to be discharged~~s of~~ wastewater (untreated or treated)~~, that has been~~ produced as a byproduct of oil production, drilling fluids or completion fluids from oil and gas well drilling, and fluids associated with or generated during hydraulic fracturing into the sewer system~~are prohibited~~.

(I) No industrial user or person shall discharge or cause to be discharged organic solvents into the sewer system or use ~~T~~the sewer ~~shall not be used~~ as a means of disposal for organic solvents~~, and the discharge of organic solvents by industrial users is prohibited~~. Industrial users having organic solvents on site shall provide and use a separate collection and disposal system outside the sewer system and shall provide safeguards against their accidental discharge to the sewer. An approved toxic organic management plan (TOMP) that includes control measures to prevent entry of toxic organics and other solvents into the sanitary sewer system shall be filed by the industrial user as a condition of permission to discharge to the sanitary sewer. The TOMP shall be updated whenever any significant change in the inventory, usage, or management of toxic organic compounds occurs. The updated TOMP shall be submitted to the city of Oxnard for approval. Records documenting appropriate disposal and handling of organic solvents shall be maintained for a period of three years and made available for inspection. Any accidental solvent discharges shall be reported to the City within 24 hours of the discharge.

(J) No Industrial User, Dental Discharger or P~~p~~erson shall discharge or cause to be discharged~~,~~ any mercury or amalgam waste into the sewer system. All dental dischargers that place or remove amalgam must operate and maintain an amalgam separator that complies with ANSI/ADA Specifications 108 (2009) with Technical Addendum (2011) or ISO 11143 Dentistry-Amalgam Separators and any subsequent versions or amendments. The dental discharger shall comply with the most recent Best Management Practices for Dental Amalgam Waste as recommended by the American Dental Association, and specified in 40 CFR 441 (Effluent Limitations Guidelines and Standards for the Dental Category) June 14, 2017. Records documenting appropriate handling and disposal of mercury and amalgam shall be maintained for three years and made available for inspection.

(K) No Industrial User or person shall discharge or cause to be discharged wastewater that exceeds any applicable site-specific limitation for gross beta radioactivity established by the city. The maximum allowable industrial loading (MAIL) to the wastewater treatment plant for gross beta radioactivity is 6.29 X 10^8 pCi/d. Any SIU that has the potential to discharge gross beta radioactivity at concentrations that may cause interference or pass-through at the POTW~~,~~ will be issued a site-specific limitation~~,~~ based on an allocation of the MAIL established by the city. The site-specific limitation will be incorporated into the individual SIU's discharge permit.

(`64 Code, Sec. 25-13) (Ord. No. 2494)

SEC. 19-26. LOCAL LIMITS.

(A)

(A) The city manager is authorized to establish local limits pursuant to 40 CFR 403.5(c).

(B) Limits for the pollutants listed below are established to protect against pass through and interference in accordance with 40 CFR Part 403.5(c). No person shall introduce, or cause to be introduced, wastewater containing ~~excessive~~ quantities or concentrations in excess of the limits identified in the~~,~~ ~~in accordance with 40 CFR Part 403.5(c), of the~~ following ~~pollutants~~table:

Pollutant	**Local Limit**
Ammonia	57 mg/L
Arsenic	0.13 mg/L
Biochemical Oxygen Demand	800 mg/L
~~Boron~~	~~1.86 mg/L~~
Cadmium	0.013 mg/L (1)
Chloride	9,205 mg/L (1)
Chromium	0.44 mg/L (1)
Copper	2.02 mg/L
Hydrogen Sulfide (dissolved)	0.34 mg/L
Lead	0.97 mg/L
Mercury	0.05 mg/L
Molybdenum	1.50 mg/L
Nickel	0.14 mg/L (1)
Oil and Grease (animal/vegetable)	250 mg/L
Oil and Grease (petroleum/mineral)	100 mg/L
Selenium	0.49 mg/L
Silver	0.06 mg/L (1)
Total Suspended Solids	1,000 mg/L

Zinc	1.06 mg/L [1]

~~(1) Arsenic;~~
~~(2) BOD_5;~~
~~(3) Cadmium;~~
~~(4) Chromium;~~
~~(5) Copper;~~
~~(6) Cyanide;~~
~~(7) Lead;~~
~~(8) Mercury;~~
~~(9) Nickel;~~
~~(10) Oil and grease (petroleum or mineral oil products);~~
~~(11) Silver;~~
~~(12) Total suspended solids;~~
~~(13) Total toxic organics; and~~
~~(14) Zinc.~~

(~~B~~ C) ~~(1) Concentration limits apply at the point designated by the city manager.~~ All concentrations for metallic substances are for "total" metal unless otherwise indicated ~~otherwise~~. At the discretion of the city manager, mass limitations may be imposed on users in addition to or in place of the concentration based limitations on the above listed pollutants.

~~(2) Compliance with all parameters may be determined from a single grab sample.~~

(~~C~~ D) The city manager may develop BMPs, by ordinance or in individual wastewater discharge permits or general permits, to implement local limits and the requirements of this section.

(`64 Code, Sec. 25-14) (Ord. No. 2494, 2761)

SEC. 19-27. FEDERAL CATEGORICAL PRETREATMENT STANDARDS.

(A) The federal categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405 through 471 are hereby incorporated by reference. A violation of such standards shall constitute a violation of this section.

(B) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the city manager may impose equivalent concentration or mass limits in accordance with 40 CFR Part 403.6(c).

(C) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the city manager shall impose an alternate limit using the combined waste stream formula in 40 CFR Part 403.6(e).

(D) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR Part 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.

(E) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR Part 403.15.

(`64 Code, Sec. 25-15) (Ord. No. 2494)

SEC. 19-28. MEDICAL AND INFECTIOUS WASTES.

(A) The city manager may prohibit the introduction of medical wastes and may require that any such wastes be rendered noninfectious prior to discharge if deemed to pose a threat to public health and safety.

(B) No person shall discharge solid wastes from hospitals, clinics, offices of medical doctors, convalescent homes, medical laboratories or other medical facilities to the system including, but not limited to, hypodermic needles, syringes, instruments, utensils or other paper and plastic items of a disposable nature, or recognizable portions of the human anatomy or laboratory animals, except where prior written approval for such discharges is given by the city manager. Approved discharges shall be considered industrial wastewater discharge under this article. The city manager may revoke such approval at any time.

(`64 Code, Sec. 25-16) (Ord. No. 2494)

SEC. 19-29. CITY'S RIGHT OF REVISION.

The city reserves the right to establish, by ordinance or in IWD permits, more stringent standards or requirements on discharges to the system.
(`64 Code, Sec. 25-17) (Ord. No. 2494)

SEC. 19-30. SPECIAL AGREEMENTS.

The city reserves the right to enter into special agreements with users, setting out special terms under which they may discharge into the system. In no case will a special agreement waive compliance with a pretreatment standard or requirement. However, the user may request a net gross adjustment to a categorical standard in accordance with 40 CFR Part 403.15. The user may also request a variance from the categorical pretreatment standard from the approval authority. Such a request will be approved only if the user can prove that factors relating to its discharge are fundamentally different from the factors considered by EPA when establishing that categorical pretreatment standard. A user requesting a fundamentally different factor variance must comply with the procedural and substantive provisions in 40 CFR Part 403.13.
(`64 Code, Sec. 25-18) (Ord. No. 2494)

SEC. 19-31. VARIANCES.

(A) The city manager may grant a variance from one or more of the provisions of this article. Prior to issuing such a variance, the city manager shall verify that in no case will the granting of a variance allow the user to exceed applicable categorical pretreatment standards or requirements or federally mandated prohibitions.
(B) The city manager may require the user to monitor the volumes and/or concentrations of the discharge in excess of previous levels, if the city manager deems it necessary to properly enforce any variance granted under this section.
(C) The city manager reserves the right to impose requirements that are stricter than, or in addition to, those specified under the authority of sections 19-25 and 19-26 should the quantity or quality of the user's discharge merit unique consideration by virtue of the impact of the user's discharge on the system or public health and welfare.
(D) The city manager reserves the right to revoke the variance at any time.
(E) The city manager reserves the right to charge additional fees related to the granting of a variance.
(`64 Code, Sec. 25-19) (Ord. No. 2494)

SEC. 19-32. DILUTION.

No user shall ever increase the use of process water for the purpose of diluting a discharge, or in any other way attempt to dilute a discharge. The city manager may impose mass limitations on users suspected of using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.
(`64 Code, Sec. 25-20) (Ord. No. 2494)

DIVISION 4. PRETREATMENT OF INDUSTRIAL WASTEWATER

SEC. 19-35. PRETREATMENT FACILITIES.

Users shall provide wastewater pretreatment as necessary to comply with this article and shall achieve compliance with all categorical pretreatment standards, local limits and the prohibitions set out in section 19-25 of this article within the time limitations specified by EPA, the State, or the city manager, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the city manager for review, and shall be acceptable to the city manager before such facilities are constructed. The review of such plans and operating procedures will in no way relieve the user from the responsibility of

modifying the facility as necessary to produce a discharge acceptable to the city manager under the provisions of this article.
(`64 Code, Sec. 25-21) (Ord. No. 2494)

SEC. 19-36. ADDITIONAL PRETREATMENT MEASURES.

(A) Whenever deemed necessary, the city manager may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate domestic waste streams from industrial waste streams, and such other conditions as may be necessary to protect the system and determine the user's compliance with the requirements of this article.

(B) The city manager may require any person discharging into the system to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure active management of flow. An IWD permit may be issued solely for flow regulation.

(C) Users shall provide gravity separation devices when, in the opinion of the city manager, they are necessary for the proper handling of wastewater containing excessive amounts of oil and grease or sand. All gravity separation devices shall be of a type and capacity approved by the city manager and shall be so located to be easily accessible for cleaning and inspection. Such devices shall be inspected, cleaned, and repaired regularly, as needed, by the user at user's expense.

(D) The city manager may require users with the potential to discharge flammable substances to install and maintain an approved combustible gas detection meter.
(`64 Code, Sec. 25-22) (Ord. No. 2494)

(E) All dental dischargers are required to maintain a current Industrial Wastewater Permit.

SEC. 19-37. SEPARATION OF DOMESTIC AND INDUSTRIAL WASTEWATER.

All domestic wastewater including, but not limited to, those from restrooms, showers and drinking fountains shall be kept separate from all industrial wastewater until the industrial wastewater has passed through any required pretreatment system and/or monitoring facility.
(`64 Code, Sec. 25-23) (Ord. No. 2494)

SEC. 19-38. SPILL PREVENTION PLANS.

(A) Each user shall provide protection from accidental discharge of prohibited materials, other regulated pollutants or wastewater called out in this article or any other materials in concentration or quantities of which could be detrimental to the system, its operation or personnel. Each floor drain or floor sink located in an area where regulated chemicals are stored or used shall be protected in a manner approved by the city manager to prevent uncontrolled or accidental discharges of these regulated constituents from directly entering the system. Facilities to prevent accidental discharge shall be provided and maintained at the owner's and/or operator's expense. Detailed plans in the form of a spill prevention, control, and countermeasures plan (showing facilities and operating procedures to provide this protection) shall be submitted to the city manager for review and approval prior to construction of said facilities. Such review and approval of plans and operating procedures shall not relieve the user from the responsibility of said facilities as necessary to meet the other requirements of this article.

(B) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

(C) Any user who causes or discovers a slug discharge of regulated pollutants or wastewater into the system shall immediately telephone the city manager in order that corrective action may be taken to protect the system, its operation and personnel. In addition, the person responsible for the discharge of the wastes or wastewater shall file a written report to the city manager, detailing the date, time and cause of the accidental discharge, the quantity and characteristics of the discharge and corrective action taken to prevent future discharges. The report shall be filed within five days of the occurrence of the discharge.
(`64 Code, Sec. 25-24) (Ord. No. 2494)

SEC. 19-39. ACCIDENTAL DISCHARGE/SLUG CONTROL PLANS.

(A) The city manager shall evaluate whether each significant industrial user needs an accidental discharge/slug control plan. The city manager may require any user to develop, submit for approval, and implement such a plan. Alternatively, the city manager may develop such a plan for any user.

(B) An accidental discharge/control slug plan shall address, at a minimum, the following:

(1) Description of discharge practices, including non-routine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for immediately notifying the city manager of any accidental or slug discharge; and

(4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

(`64 Code, Sec. 25-25) (Ord. No. 2494, 2761)

SEC. 19-40. TENANT AND OWNER RESPONSIBILITIES.

Any tenant under any rental, lease, or other agreement shall be jointly and severally responsible for compliance with the provisions of this article in the same manner as the owner, and both owner and tenant shall be jointly and severally liable to the city for any costs, damages, fines or penalties incurred and/or imposed by the city due to noncompliance by the tenant or owner with provisions of this article.

(`64 Code, Sec. 25-26) (Ord. No. 2494)

SEC. 19-41. DISCHARGES OF WASTES OR WASTEWATER INTO THE SYSTEM FROM VEHICLES.

(A) Septage may be introduced into the system only at locations designated by the city manager, and at such times as are established by the city manager. Such wastes shall not violate the provisions of division 3 of this article or any other federal, State or local regulation. The city manager may require septic tank waste haulers to obtain IWD permits.

(B) Industrial waste or wastewater haulers shall obtain IWD permits from the city manager. The city manager may require generators of hauled industrial waste or wastewater to obtain IWD permits. The city manager also may prohibit the disposal of hauled industrial waste or wastewater. The discharge of hauled industrial waste or wastewater is subject to all other requirements of this article.

(C) Industrial waste or wastewater haulers may only discharge loads at locations designated by the city manager. No load may be discharged without prior consent of the city manager. The city manager may collect samples of each hauled load to ensure compliance with applicable standards. The city manager may require the hauler to provide a waste analysis of any load prior to discharge.

(D) Industrial waste or wastewater haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste or wastewater hauler, permit number, truck identification, source of waste or wastewater, and volume and characteristics of waste or wastewater. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are hazardous wastes designated in RCRA.

(`64 Code, Sec. 25-27) (Ord. No. 2494)

SEC. 19-42. VANDALISM.

No person shall willfully or negligently break, damage, destroy, uncover, deface, tamper with or prevent access to any structure, appurtenance or equipment, or other part of the system. Any person found in violation of this requirement shall be subject to the sanctions set out in divisions 8 through 10 of this article.

(`64 Code, Sec. 25-28) (Ord. No. 2494)

SEC. 19-43. DISCHARGES FROM FOOD ESTABLISHMENTS, VEHICLE MAINTENANCE FACILITIES, AND COMMERCIAL AND INDUSTRIAL LAUNDRIES.

(A) All food service establishments that introduce industrial wastewater into the system shall be required to install a grease interceptor device designed to prevent the ~~excessive~~unlawful discharge of fats, oil, and grease into the system. The grease interceptor device shall be a minimum of 750 gallons and in accordance to City standard plates 400, 413, and 415. The grease interceptor shall be easily accessible for cleaning and inspection. Maintenance records shall be maintained for a minimum of one year. The city manager may grant variances from the requirements of this paragraph on a case by case basis. The city manager may take into account the following items when determining whether to grant a variance: (1) size of the restaurant (2) Type and number of meals served per day (3) Seating capacity (4) Dishwashing facilities on-site and (5) Any other criteria the city manager deems applicable~~.~~

~~All food establishments or similar establishments that introduce industrial wastewater into the system shall install an approved grease interceptor that is of sufficient size so as to prevent excessive discharges of oil and/or grease into the system. The grease interceptor shall be easily accessible for cleaning and inspection. The city manager may grant variances from the requirements of this paragraph on a case-by-case basis. The city manager may take into account the following items when determining whether to grant a variance:~~

~~(1) Size of the restaurant;~~
~~(2) Type and number of meals served per day;~~
~~(3) Seating capacity;~~
~~(4) Dishwashing facilities on-site; and~~
~~(5) Any other criteria the city manager deems applicable.~~

(B) All automotive related maintenance facilities that introduce industrial wastewater into the system shall be required to install a gravity separation device designed to prevent the excessive discharge of sand, silt, oil, and grease into the system. The gravity separation device shall be a minimum of 750 gallons and in accordance to City standard plates 400, 413, and 416. The city manager may grant variances from the requirements of this paragraph on a case-by-case basis.

~~All vehicle maintenance facilities that introduce industrial wastewater into the system shall be required to install a gravity separation device designed to prevent the excessive discharge of sand, silt, oil and grease into the system. The city manager may grant variances from the requirements of this paragraph on a case-by-case basis.~~

(C) All commercial laundries, such as coin-operated facilities, that introduce industrial wastewater into the system shall be required to install a lint removal trap of a size and design approved by the city manager. The lint trap devices shall be cleaned at a minimum of one time per week. All industrial laundries that introduce industrial wastewater into the system shall be required to install a gravity separation device of a minimum 750 gallons and in accordance to City standard plates 400, 413, and 416. The city manager may grant variances from the requirements of this paragraph on a case-by-case basis. ~~The city manager shall have the authority to require additional pretreatment devices to ensure compliance with These facilities shall also install other pretreatment devices as required by the city manager to ensure their compliant with all requirements and provisions of this article.~~

~~All commercial and industrial laundries that introduce industrial wastewater into the system shall install a gravity separation device of a size and design approved by the city manager. These facilities shall also install other pretreatment facilities as required by the city manager to ensure their compliant with all requirements and provisions of this article. The city manager may grant variances from the requirements of this section on a case-by-case basis.~~

(D) If the city manager finds that a grease interceptor or gravity separation device installed prior to the effective date of this article is incapable of adequately retaining the grease, sand or oil in the wastewater flow from a food establishment, a vehicle maintenance facility, or a laundry, the city manager shall require that an adequately sized grease interceptor, gravity separation device or other pretreatment facility be installed within a reasonable time period.

(D~~E~~) The city manager may maintain an information file available for public use of acceptable designs of grease interceptors and gravity separation devices. These devices ~~are~~shall be designed in accordance ~~to~~with City standard plates 400, 413, 415, or 416. The installation of a design shown in such file or of any design meeting the size requirement set forth in this article or any recommendation of requirements made by the city manager shall not impute any liability to the city for the adequacy of the interceptor or gravity separation device under the actual conditions of use. Such installation shall not relieve the owner or proprietor of

responsibility for keeping prohibited substances or substances ~~above t~~in excess of the local limits in Section 19-26.~~limitations of this article out of the system. If the user's grease interceptor, gravity separation device or other pretreatment facility is not adequate under the conditions of use, the user shall construct a pretreatment facility that is effective in accomplishing the intended purpose and meeting the provisions of this article. The city manager may maintain an information file available for public use of acceptable designs of grease interceptors and gravity separation devices. The installation of a design shown in such file or of any design meeting the size requirement set forth in this article or any recommendation of requirements made by the city manager shall not impute any liability to the city for the adequacy of the interceptor or gravity separation device under the actual conditions of use. Such installation shall not relieve the owner or proprietor of responsibility for keeping prohibited substances or substances above the limitations of this article out of the system. If the user's grease interceptor, gravity separation device or other pretreatment facility is not adequate under the conditions of use, the user shall construct a pretreatment facility that is effective in accomplishing the intended purpose and meeting the provisions of this article.~~
(`64 Code, Sec. 25-29) (Ord. No. 2494)

SEC. 19-44. MAINTENANCE OF GREASE INTERCEPTORS AND GRAVITY SEPARATION DEVICES.

(A) Any grease interceptor or gravity separation device required by this article shall be readily accessible for inspection and properly maintained to assure that the accumulations of grease, sand or oil do not impair its efficiency or pass out with the effluent.

(B) All persons required to use and maintain a grease interceptor or gravity separation device shall keep records of the pretreatment device cleaning, maintenance and grease removal and provide such reports on request to the city manager. These records shall include the date, the name of the person who cleaned the device and the disposal site of the waste. The report may be reviewed by the city manager at each routine inspection.

(C) Persons hauling wastes and wastewater removed from these interceptors or gravity separation devices shall be registered to do so by the appropriate permitting agency.

(D) An interceptor or gravity separation device shall not be considered properly maintained if material accumulations total more than 25 percent of the operating fluid capacity.

(E) Improper maintenance of any grease interceptors and gravity separation devices or failure to maintain adequate records shall be considered a violation of this section.
(`64 Code, Sec. 25-30) (Ord. No. 2494)

SEC. 19-45. LIMITATIONS ON THE USE OF GARBAGE GRINDERS.

Pollutants from garbage grinders shall not be discharged into the system except as follows:

(A) Wastes generated in preparation of food in a residence;

(B) Where the user has an existing garbage grinder and has an approval for that specific use from the city, and agrees to undertake whatever self-monitoring is required to enable the city to equitably determine the charges and fees based on the waste constituents and characteristics. Such grinders must be repaired or replaced as necessary in order to at all times ensure that the waste is shredded to a degree that all particles will be carried freely under normal flow conditions prevailing in the city system. Garbage grinders shall not be used for grinding plastic, paper products, inert materials, garden refuse, or waste products resulting from the handling, storage and sale of fruits and vegetables in wholesale and retail produce establishments, or wastes from plants engaged in the preparation, processing or preserving of foods not intended primarily for immediate consumption; and

(C) At any time the property or business changes ownership, excluding residential property, any existing garbage grinders installed on the property must be removed and no new garbage grinders may be installed as a condition of continued city sewer service to the property.
(`64 Code, Sec. 25-31) (Ord. No. 2494)

DIVISION 5. INDUSTRIAL WASTEWATER DISCHARGE PERMIT SYSTEM

SEC. 19-50. INDUSTRIAL WASTEWATER ANALYSIS.

When requested by the city manager, an industrial user shall submit information on the nature and characteristics of its wastewater within 30 days of the request. The city manager is authorized to prepare a form for this purpose and may periodically require industrial users to update this information.
(`64 Code, Sec. 25-32) (Ord. No. 2494)

SEC. 19-51. INDUSTRIAL WASTEWATER DISCHARGE PERMIT REQUIREMENTS.

(A) No non-domestic user shall discharge or cause to be discharged wastewater, either directly or indirectly, into the system without first obtaining an IWD permit from the city manager. All non-domestic users, including, but not limited to, ~~such as~~ SIUs, CIUs, commercial and industrial laundromats, food service establishments, automotive--related businesses, and dental dischargers, are required to maintain a current Industrial Wastewater Discharge Permit.
~~No industrial user shall discharge wastewater, either directly or indirectly, into the system without first obtaining an IWD permit from the city manager.~~
(B) The city manager may require other users to obtain an IWD permit as necessary to carry out the purposes of this article.
(C) Any violation of the terms and conditions of an IWD permit shall be deemed a violation of this article and subjects the user to the sanctions set out in divisions 8 through 10 of this article. Obtaining an IWD permit does not relieve a ~~permittee~~ an Industrial User of its obligation to comply with all federal and State pretreatment standards or requirements or with any other requirements of federal, State and local law.
(`64 Code, Sec. 25-33) (Ord. No. 2494)

SEC. 19-52. CONNECTIONS.

Any user required to obtain an IWD permit that proposes to begin or recommence discharging into the system shall obtain such permit prior to beginning or recommencing such discharge. An application for an IWD permit, in accordance with sections 19-53 and 19-55 of this article, shall be filed at least 90 days prior to the date upon which any discharge will begin or recommence.
(`64 Code, Sec. 25-34) (Ord. No. 2494)

SEC. 19-53. EXTRA-JURISDICTIONAL INDUSTRIAL USERS.

New users located beyond the city limits that are required to obtain an IWD permit shall submit a permit application to the city manager 90 days prior to any proposed discharge into the system. Upon review of such application, the city manager may enter into an agreement with the user that requires the user to subject itself to and abide by this article, including all permitting, compliance monitoring, reporting, and enforcement provisions herein. Alternately, the city manager may enter into an agreement with the neighboring jurisdiction in which the user is located to provide for the implementation and enforcement of pretreatment program requirements against the user.
(`64 Code, Sec. 25-35) (Ord. No. 2494)

SEC. 19-54. INDUSTRIAL WASTEWATER DISCHARGE PERMIT APPLICATION CONTENTS.

(A) All users required to obtain an IWD permit shall submit a permit application to the city manager at least 90 days before any proposed discharge. The city manager may require any user to submit as part of an application the following information:
(1) All information required by section 19-71(C) of this article;
(2) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility that are, or could accidentally or intentionally be, discharged to the system;
(3) Number and type of employees, hours of operation, and proposed or actual hours of operation;
(4) Each product produced by type, amount, process or processes and rate of production;
(5) Type and amount of raw materials processed (average and maximum per day);
(6) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains,

and appurtenances by size, location, and elevation, and all points of discharge;

(7) Time and duration of the discharge; and

(8) Any other relevant information deemed necessary by the city manager to evaluate the application.

(B) Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

(`64 Code, Sec. 25-36) (Ord. No. 2494)

SEC. 19-55. APPLICATION SIGNATORIES AND CERTIFICATION.

All IWD permit applications shall be signed by an authorized representative of the user and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(`64 Code, Sec. 25-37) (Ord. No. 2494)

SEC. 19-56. DECISIONS.

The city manager will evaluate the data furnished by the user and may require additional information. Within 60 days of receipt of a complete permit application, the city manager will determine whether or not to issue an IWD permit. The city manager may deny any application for an IWD permit, for good cause.

(`64 Code, Sec. 25-38) (Ord. No. 2494)

SEC. 19-57. DURATION.

IWD permits shall be issued for a specified time period, not to exceed five years. An IWD permit may be issued for a period less than five years, at the discretion of the city manager. Each IWD permit shall indicate a specific date of expiration.

(`64 Code, Sec. 25-39) (Ord. No. 2494)

SEC. 19-58. CONTENTS.

(A) An IWD permit shall include such conditions as are reasonably deemed necessary by the city manager to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate biosolids management and reuse, and protect against damage to the system.

(B) IWD permits shall contain:

(1) A statement of the duration of the permit, which in no event shall exceed five years;

(2) A statement that the permit is nontransferable without prior notification to and approval of the city manager in accordance with section 19-61, and provisions for furnishing the new owner or operator with a copy of the existing permit;

(3) Effluent limits, including BMPs based on applicable pretreatment standards;

(4) Self-monitoring, sampling, reporting, notification and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, State and local law;

(5) A statement of applicable civil, criminal and administrative penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, State or local law; and

(6) Requirements to control slug discharge, if determined by the city manager to be necessary.

(C) IWD permits may contain additions as the city manager deems necessary, including, but not limited to, the following conditions:

(1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for

flow regulation and equalization;

(2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the system;

(3) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;

(4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the system;

(5) Requirements for installation and maintenance of inspection and sampling, facilities and equipment;

(6) A statement that compliance with the permit does not relieve the permittee of responsibility for compliance with all applicable federal and State pretreatment standards, including those that become effective during the term of the permit; and

(7) Other conditions as deemed appropriate by the city manager to ensure compliance with this article, and State and federal laws, rules and regulations.

(`64 Code, Sec. 25-40) (Ord. No. 2494, 2761)

SEC. 19-59. APPEALS.

(A) Any person, including the user, may petition the city to reconsider the terms of an IWD permit by filing a petition for reconsideration with the city clerk within ten days of its issuance.

(B) Failure to submit a timely petition for reconsideration shall be deemed to be a waiver of the administrative remedy.

(C) The petition for reconsideration shall set out the permit provisions objected to, the reasons for this objection, and the proposed alternative condition, if any, the petitioner seeks to be included in the permit.

(D) The conditions and provisions of the permit objected to by the user shall not be stayed pending a hearing on the petition.

(E) If the city manager fails to act within 45 days, the petition shall be deemed approved. Decisions not to reconsider a permit, not to issue a permit, or not to modify a permit shall be considered final administrative actions.

(F) Parties seeking judicial review of such final administrative petitions shall comply with the requirements set out in Cal. Code of Civil Procedure, Sections 1094.5 and 1094.6.

(`64 Code, Sec. 25-41) (Ord. No. 2494)

SEC. 19-60. MODIFICATION.

(A) The city manager may modify a permit for good cause.

(B) Good cause includes, but is not limited to, the following reasons:

(1) To incorporate any new or revised federal, State or local pretreatment standards or requirements;

(2) To address significant alterations or additions to the user's operation, processes, or wastewater volume or characteristic since the time of permit issuance;

(3) A change in the system that requires either a temporary or permanent reduction or elimination of the authorized discharge;

(4) Information indicating that the permitted discharge poses a threat to the system, city employees, or the receiving waters;

(5) Violation of any terms or conditions of the permit;

(6) Misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required reporting;

(7) Revision of or a grant of variance from categorical pretreatment standard pursuant to 40 CFR Part 403.13;

(8) To correct typographical or other errors in the permit; or

(9) To reflect transfer of the facility ownership and/or operation to a new owner/operator.

(`64 Code, Sec. 25-42) (Ord. No. 2494)

SEC. 19-61. TRANSFER.

(A) IWD permits may be transferred to a new owner or operator only if the permittee gives at least 30 days advance notice to the city manager and the city manager approves the transfer. The notice shall include a written certification by the new owner or operator that:

(1) The new owner and/or operator has no immediate intent to change the facility's operations and processes;

(2) Identifies the specific date on which the transfer is to occur; and

(3) Acknowledges full responsibility for complying with the existing permit.

(B) Failure to provide advance notice of a transfer renders the permit void as of the date of facility transfer.

(`64 Code, Sec. 25-43) (Ord. No. 2494)

SEC. 19-62. REVOCATION.

(A) The city manager may revoke an IWD permit for good cause, including, but not limited to, the following reasons:

(1) Failure to notify the city manager of significant changes to the wastewater prior to the changed discharge;

(2) Failure to provide prior notification to the city manager of changed conditions pursuant to section 19-75 of this article;

(3) Misrepresentation or failure to fully disclose all relevant facts in the permit application;

(4) Falsifying self-monitoring reports;

(5) Tampering with monitoring equipment;

(6) Refusing to allow the city manager timely access to the facility premises and records;

(7) Failure to meet effluent limitations;

(8) Failure to pay fines;

(9) Failure to pay sewer use charges;

(10) Failure to meet compliance schedules;

(11) Failure to complete a wastewater survey or the permit application;

(12) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

(13) Violation of any pretreatment standard or requirement, or any terms of the permit or this article.

(B) IWD permits shall be voidable upon cessation of operations or transfer of business ownership. All IWD permits issued to a particular user are void upon the issuance of a new IWD permit to that user.

(`64 Code, Sec. 25-44) (Ord. No. 2494)

SEC. 19-63. REISSUANCE.

A user holding an expiring IWD permit shall apply for reissuance of the permit by submitting a complete IWD permit application in accordance with sections 19-54 and 19-55 of this article, at least 90 days prior to the expiration of the user's existing permit.

(`64 Code, Sec. 25-45) (Ord. No. 2494)

SEC. 19-64. CONTINUATION OF EXPIRED INDUSTRIAL WASTEWATER DISCHARGE PERMITS.

An expired IWD permit will continue to be effective and enforceable until the permit is reissued if:

(A) The user has submitted a complete IWD permit application at least 90 days prior to the expiration date of the user's existing permit; and

(B) The failure to reissue the IWD permit before the expiration of the existing permit is not due to any act or failure to act on the part of the user.

(`64 Code, Sec. 25-46) (Ord. No. 2494)

SEC. 19-65. MUNICIPAL USER PERMITS.

(A) If another legal jurisdiction outside the city, or user located within another legal jurisdiction outside

the system, contributes wastewater to the system, the city manager shall enter into an agreement for wastewater services with the municipality or users pursuant to section 19-53 of this article.

(B) Prior to entering into an agreement required by subsection (A) of this section, the city manager shall request the following information from the contributing municipality:

(1) A description of the quality and volume of wastewater discharged to the system by the contributing municipality;

(2) An inventory of all users within the contributing municipality that are discharging to the system; and

(3) Any other information as the city manager may deem necessary.

(C) An agreement, as required by subsection (A) of this section, shall contain the following conditions:

(1) A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this article and local limits that are at least as stringent as those established under authority of section 19-26. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to this article or local limits;

(2) A requirement for the contributing municipality to submit a revised user inventory on at least an annual basis;

(3) A provision specifying which pretreatment implementation activities, including IWD permit issuance, inspection and sampling, and enforcement will be conducted by the contributing municipality; which of these will be conducted by the city manager; and which of these activities will be conducted jointly by the contributing municipality and the city manager;

(4) A requirement for the contributing municipality to provide the city manager with access to all information that the contributing municipality obtains as part of its pretreatment activities;

(5) Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the system;

(6) Requirements for monitoring the contributing municipality's discharge;

(7) A provision ensuring the city manager access to the facilities of users located in the contributing municipality's jurisdictional boundaries for the purpose of inspecting, sampling, and any other duties deemed necessary by the city manager; and

(8) A provision specifying remedies for breach of the terms of the agreement.

(`64 Code, Sec. 25-47) (Ord. No. 2494)

DIVISION 6. REPORTING REQUIREMENTS

SEC. 19-70. MONITORING FACILITIES.

(A) All users required to obtain an IWD permit shall furnish, install and properly maintain a monitoring facility for wastewater sampling. This monitoring facility shall be of a design or configuration approved by the city manager, who may require flow measurement equipment, automatic flow proportional sampling equipment and automatic wastewater analysis and data recording equipment.

(B) Each user, as a part of its application for obtaining an IWD permit, shall propose a suitable location and design for the wastewater monitoring facility. Upon approval of the monitoring facility by the city manager, the user shall perform wastewater monitoring at this facility. The monitoring facility shall be located so as to be safe and accessible to city employees, and shall be constructed in accordance with the city's requirements, and all applicable local building codes and other local construction requirements. The user's proposal for a wastewater monitoring facility shall comply with the city's design requirements and shall be reviewed and approved by the city manager. Plans for all wastewater monitoring facilities, including flow measurement and sampling systems, determined by the city manager to require engineering design, shall be prepared and signed by a civil, chemical or mechanical engineer registered in the State or a registered engineer of other suitable discipline as determined by the city manager.

(C) The user's wastewater sampling analysis and flow measurement procedures, equipment, and results shall be subject to inspection by the city manager at any time. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times by the user.

(D) Failure of a user to keep approved wastewater monitoring facilities clean and in good working order shall not be grounds for the user to claim that any sample results are unrepresentative of the user's

wastewater. Flow measurement systems shall be regularly maintained and calibrated in accordance with guidelines established by the city manager.
(`64 Code, Sec. 25-48) (Ord. No. 2494)

SEC. 19-71. BASELINE MONITORING REPORTS.

(A) Within either 180 days after the effective date of a categorical pretreatment standard by an agency with the appropriate jurisdiction and authority to adopt categorical pretreatment standards, or within 180 days after the final administrative decision on a category determination under 40 CFR Part 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the system shall submit to the city manager a report which contains the information listed in subsection (C) below.

(B) At least 90 days prior to commencement of discharge, new sources, and sources that become categorical users subsequent to the promulgation of applicable categorical standard, shall submit to the city manager a report which contains the information listed in subsection (C) below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source shall also give estimates of anticipated flow and quantity of pollutants discharged.

(C) Users described above shall submit the information set forth below, and all such submittals must be signed and certified in accordance with section 19-55 of this chapter:

(1) The name and address of the facility, including the name of the operator and owner;

(2) A list of any environmental control permits held by or for the facility;

(3) A brief description of the nature, average rate of production, and standard industrial classifications of the operation carried out by the user including a schematic process diagram that indicates points of discharge to the system from the regulated processes;

(4) Information showing the measured average daily and maximum daily flow, in gallons per day, to the system from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR Part 403.6(e);

(5) (a) The categorical pretreatment standards applicable to each regulated process;

(b) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or the city manager, of regulated pollutants in the discharge from each regulated process including instantaneous, daily maximum, and long-term average concentrations, or mass, where required;

(c) The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in section 19-79 of this article. Sampling shall be performed in accordance with procedures set out in section 19-80 of this article.

(6) A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements;

(7) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the user shall provide the city manager with the shortest schedule by which the user shall complete such additional pretreatment and/or O&M. The completion date shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in section 19-72 of this article;

(8) Any other relevant information requested by the city manager; and

(9) Signed and certified baseline monitoring reports in accordance with section 19-71 of this article.
(`64 Code, Sec. 25-49) (Ord. No. 2494, 2761, 2875)

SEC. 19-72. COMPLIANCE SCHEDULES.

The following conditions shall apply to the schedule required by section 19-71(C)(7) of this article:

(A) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing

and completing construction, and beginning and conducting routine operation;

(B) No increment referred to above shall exceed nine months;

(C) The user shall submit a progress report to the city manager no later than 14 days following each date in the schedule and the final date of compliance including, at a minimum, whether user complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and

(D) In no event shall more than nine months elapse between such progress reports to the city manager.

(`64 Code, Sec. 25-50) (Ord. No. 2494)

SEC. 19-73. REPORT ON COMPLIANCE WITH CATEGORICAL PRETREATMENT STANDARD DEADLINE.

Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the system, any user subject to such pretreatment standards and requirements shall submit to the city manager a report containing the information described in section 19-71(C)(4) through (6). For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR Part 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with section 19-55 of this article.

(`64 Code, Sec. 25-51) (Ord. No. 2494)

SEC. 19-74. PERIODIC COMPLIANCE REPORTS.

(A) All significant industrial users shall, at a frequency determined by the city manager, but in no case less than twice per year (in June and December), submit a report indicating the nature and concentration of pollutants in the discharge that are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with a BMP or pollution prevention alternative, the user must submit documentation required by the city manager of the pretreatment standard necessary to determine the compliance status of the user. All periodic compliance reports must be signed and certified in accordance with section 19-55 of this article.

(B) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(C) If a user, subject to the reporting requirement in this section, monitors any pollutant more frequently than required by the city manager, using the procedures prescribed in section 19-79 of this article, the results of this monitoring shall be included in the report sent to the city manager.

(`64 Code, Sec. 25-52) (Ord. No. 2494, 2761)

SEC. 19-75. REPORT OF CHANGED CONDITIONS.

(A) Each user shall notify the city manager of any planned significant changes to the user's operations or system which might alter the nature, quality or volume of its wastewater at least 30 days before the change.

(B) The city manager may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of an IWD permit application under sections or 19-54 or 19-55 of this article, if necessary.

(C) The city manager may issue an IWD permit under section 19-56 of this article, or modify an existing IWD permit under section 19-60 of this article in response to changed conditions or anticipated changed conditions.

(D) For purposes of this section, significant changes include, but are not limited to, flow increases of 25% or greater, and the discharge of any previously unreported pollutants.

(E) (1) An IU shall notify the POTW, the EPA Regional Waste Management Division Director, and

State hazardous waste authorities in writing of any discharge into the POTW of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must inlcude the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the IU discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the IU: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following 12 months. All notifications must take place within 180 days after the effective date of this rule. Industrial users who commence discharging after the effective date of this rule shall provide the notification no later than 180 days after the discharge of the listed or characteristic hazardous waste. Any notification under this subsection need by submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted under 40 CFR 403.12(j). The notification requirement in this section does not apply to pollutants already reported under the self-monitoring requirements of 40 CFR 403.12(b), (d), and (e).

(2) Dischargers are exempt from the requirements of subsection (E)(1) of this section during a calendar month in which they discharge no more than 15 kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than 15 kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the IU discharges more than such quantities of any hazardous waste do not require additional notification.

(3) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the IU must notify the POTW, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.

(4) In the case of any notification made under subsection (E) of this section, the IU shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(`64 Code, Sec. 25-53) (Ord. No. 2494, 2875)

SEC. 19-76. REPORTS OF POTENTIAL PROBLEMS.

(A) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, which may cause potential problems for the system, the user shall immediately telephone and notify the city manager of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

(B) Within five days following such discharge, the user shall, unless this requirement is waived by the city manager, submit a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability that may be incurred as a result of damage to the system, natural resources, or any other damage to person or property, nor shall such notification relieve the user of any fines, penalties, or other liability that may be imposed by this article or any other applicable provision of federal, State or local law.

(C) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in subsection (A) above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

(D) Significant industrial users are required to notify the city manager immediately of any changes at its facility affecting the potential for a slug discharge.

(`64 Code, Sec. 25-54) (Ord. No. 2494, 2761)

SEC. 19-77. REPORTS FROM UNPERMITTED USERS.

All users not required to obtain an IWD permit shall provide appropriate reports as the city manager may require.
(`64 Code, Sec. 25-55) (Ord. No. 2494)

SEC. 19-78. NOTICE OF VIOLATION; REPEAT SAMPLING AND REPORTING.

If a user's sampling indicates a violation, the user shall notify the city manager within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the city manager within 30 days after becoming aware of the violation. The user is not required to resample if the city manager conducts monitoring at the user's facility at least once a month, or if the city manager samples between the user's initial sampling and when the user receives the results of this sampling. If the city performed the sampling and analysis in lieu of the industrial user, the city will perform the repeat sampling and analysis unless the city notifies the industrial user of the violation and requires the user to perform the repeat sampling and analysis.
(`64 Code, Sec. 25-56) (Ord. No. 2494, 2761)

SEC. 19-79. ANALYTICAL REQUIREMENTS.

All pollutant analyses, including sampling techniques, to be submitted as part of an IWD permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses shall be performed in accordance with procedures approved by the EPA.
(`64 Code, Sec. 25-57) (Ord. No. 2494)

SEC. 19-80. SAMPLE COLLECTION.

(A) Except as indicated in subsection (B) below, the user shall collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the city manager may authorize the use of time proportional sampling. Where time-proportional composite sampling or grab sampling is authorized by the city manager, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the city manager, as appropriate. In addition, grab samples may be required to show compliance with instantaneous discharge limits.

(B) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds shall be obtained using grab collection techniques.

(C) For sampling required in support of baseline monitoring and 90-day compliance reports required in section 19-71 and 19-73 (40 CFR 403.12(b) and (d)), a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the city manager may authorize a lower minimum. For the reports required by section 19-74 (40 CFR 403.12(e) and 403.12(h)), the industrial user is required to collect the number of grab samples necessary to assess and assure compliance by with applicable pretreatment standards and requirements.

(D) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the user should measure the flows and concentrations necessary to allow use of the combined wastestream formula of 40 CFR 403.6(e) in order to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the city.
(`64 Code, Sec. 25-58) (Ord. No. 2494, 2761, 2875)

SEC. 19-81. MONITORING CHARGES.

The city manager may recover the city's expenses incurred in collecting and analyzing samples of the user's discharge and may collect such charges in the manner specified in division 11 of this article.
(`64 Code, Sec. 25-59) (Ord. No. 2494)

SEC. 19-82. TIMING.

Written reports, applications, notices, and all mailings shall be deemed to have been submitted on the date postmarked. For reports that are not mailed, postage prepaid, into a mail facility serviced by the United States mail, the date of receipt of the report shall govern.
(`64 Code, Sec. 25-60) (Ord. No. 2494)

SEC. 19-83. RECORD KEEPING.

Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with BMPs established under section 19-26(C). Records shall include the date, exact place, method, and time of sampling and the name of the person taking the samples, the dates analyses were performed, who performed the analyses, the analytical techniques or methods used, and the results of such analyses. These records shall remain available for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or the city or where the user has been specifically notified of a longer retention period by the city manager.
(`64 Code, Sec. 25-61) (Ord. No. 2494, 2761)

DIVISION 7. COMPLIANCE MONITORING

SEC. 19-90. RIGHT OF ENTRY; INSPECTION AND SAMPLING.

(A) The city manager shall have the right to enter the premises of any user to determine whether the user is complying with the requirements of this article and any IWD permit or order issued hereunder. Users shall allow the city manager ready access to all parts of the premises for the purposes of inspecting, sampling, examining and copying records, and performing of any additional duties.

(B) Where a user has security measures in force that require proper identification and clearance before entry into user's premises, the user shall make necessary arrangements with user's security guards so that, upon presentation of suitable identification, the city manager will be permitted to enter, without delay, for the purposes of performing specific responsibilities.

(C) The city manager shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operation.

(D) The city manager may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at user's sole expense. All devices used to measure wastewater flow shall be electronically calibrated at least every six months and hydraulically calibrated at least every five years to ensure their accuracy.

(E) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the city manager and shall not be replaced. The costs of clearing such access shall be borne by the user.

(F) Refusal of access or unreasonable delays in allowing the city manager access to the user's premises shall be a violation of this article. The city manager may give notice of inspections at the city managers discretion, but unannounced inspections are an important part of the city's enforcement program, and users shall have no right to advance notice of any city inspections.
(`64 Code, Sec. 25-62) (Ord. No. 2494)

SEC. 19-91. INSPECTION; SEARCH WARRANTS.

If the city manager has been refused access to a building, structure or property, or any part thereof, in violation of this article and/or any IWD permit, the city manager may seek issuance of an inspection or search warrant from a court in addition to pursuing any other remedies available to the city provided by federal, State or local law.
(`64 Code, Sec. 25-63) (Ord. No. 2494)

SEC. 19-92. CONFIDENTIAL INFORMATION.

(A) Information and data provided to the city manager pursuant to this part which is effluent data shall be available to the public without restriction.
(B) Unless eligible for confidential treatment as provided in 40 CFR Part 2, all other information which is submitted to the city manager pursuant to this article shall be available to the public in accordance with the California Public Records Act and at least to the extent provided by 40 CFR 2.302.
(`64 Code, Sec. 25-64) (Ord. No. 2494, 2875)

SEC. 19-93. PUBLICATION OF SIGNIFICANT VIOLATORS.

(A) In accordance with the public participation requirements of 40 CFR Part 25, the city manager shall at least annually publish a list of the users that, at any time during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. Publication pursuant to this section shall be in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW of IUs which were in significant noncompliance with applicable pretreatment requirements. The cost of such publication, if any, may be charged to such users by the city manager in accordance with division 11 of this article.
(B) For the purposes of this section, a SIU (or any IU which violates paragraphs (3), (4), or (8) of this subsection) is in significant noncompliance if its violation meets one or more of the following criteria:
(1) Chronic violations of wastewater discharge limits, defined as those in which 66% or more of wastewater measurements taken for the same pollutant parameter during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits as defined by 40 CFR 403.3(l);
(2) Technical review criteria (TRC) violations, defined as those in which 33% or more of wastewater measurements taken for each pollutant parameter during a six-month period equal or exceeds the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l), multiplied by the applicable TRC (1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);
(3) Any other violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public;
(4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge;
(5) Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;
(6) Failure to provide, within 45 days after the due date, any required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
(7) Failure to accurately report noncompliance; or
(8) Any other violation or group of violations, which may include a violation of BMPs, that the POTW determines will adversely affect the operation or implementation of the city's pretreatment program.
(`64 Code, Sec. 25-65) (Ord. No. 2494, 2761, 2875)

DIVISION 8. ADMINISTRATIVE ENFORCEMENT REMEDIES

SEC. 19-100. NOTIFICATION OF VIOLATION.

(A) When the city manager finds that a user has violated, or continues to violate, any provision of this article, an IWD permit or order issued hereunder, or any pretreatment standard or requirement, the city manager may serve upon that user a written notice of violation.

(B) (1) Within ten days of the service of such notice, the user shall submit to the city manager an explanation of the violation and a plan for the satisfactory correction and prevention thereof, including specific required actions.

(2) Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation.

(C) Nothing in this section shall limit the authority of the city manager to take any action, including emergency action or any other enforcement action, without first issuing a notice of violation.

(`64 Code, Sec. 25-66) (Ord. No. 2494)

SEC. 19-101. CONSENT ORDERS.

The city manager may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for the noncompliance. Such documents shall include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to section 19-103 and 19-104 of this article.

(`64 Code, Sec. 25-67) (Ord. No. 2494)

SEC. 19-102. ORDER TO SHOW CAUSE.

(A) The city manager may order a user that has violated, or continues to violate, any provision of this article, an IWD permit or an order issued hereunder, or any other pretreatment standard or requirement, to appear before the city manager and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user, specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken.

(B) The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten days before the meeting. Such notice may be served on any authorized representative of the user. An order to show cause shall not be a bar against, or prerequisite for, taking any other action against the user.

(`64 Code, Sec. 25-68) (Ord. No. 2494)

SEC. 19-103. ADMINISTRATIVE COMPLIANCE ORDERS.

(A) When the city manager finds that a user has violated, or continues to violate, any provision of this article, an IWD permit or an order issued hereunder, or any other pretreatment standard or requirement, the city manager may issue an order to the user responsible for the discharge, directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued until such time as the conditions of the administrative order have been satisfied.

(B) Issuance of an administrative compliance order shall not be a bar against, or a prerequisite for, the taking of any other action against the user.

(`64 Code, Sec. 25-69) (Ord. No. 2494)

SEC. 19-104. CEASE AND DESIST ORDERS.

(A) When the city manager finds that a user has violated, or continues to violate, any provision of this article, an IWD permit or order issued hereunder, or any pretreatment standard or requirements, or that the user's past violations are likely to recur, the city manager may issue an order to the user directing the user to cease and desist all such violations and directing the user to:

(1) Immediately comply with all applicable requirements; and

(2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

(B) Issuance of a cease-and-desist order shall not be a bar against, or a prerequisite for, the taking of any other against the user.

(`64 Code, Sec. 25-70) (Ord. No. 2494)

SEC. 19-105. ADMINISTRATIVE FINES.

(A) When the city manager finds that a user has violated, or continues to violate, any provision of this article, an IWD permit or an order issued hereunder, or any pretreatment standard or requirement, the city manager may issue an administrative complaint alleging the act or failure to act that constitutes the violation, the provisions of law authorizing imposition of the administrative fine, and the proposed administrative fine.

(B) The administrative complaint shall be served by personal delivery or certified mail on the user and shall inform the user that a hearing shall be conducted within 60 days after the user has been served. The hearing officer shall be the public works director or designee. The user may waive the right to a hearing, in which case the hearing officer shall not conduct the hearing and decide the matter based upon the administrative complaint. Any user dissatisfied by the decision of the hearing officer may appeal the hearing officer's decision to the city council within 30 days of notice of the hearing officer's decision.

(C) The city manager may recommend, and the hearing officer and city council may impose, administrative fines as follows:

(1) In an amount not to exceed $2,000 per day for failing or refusing to furnish a self-monitoring report or any other technical report required by this article;

(2) In an amount not to exceed $3,000 per day for failing or refusing to timely comply with any compliance schedule order by the city manager;

(3) In an amount to exceed $5,000 per violation per day for discharges in violation of discharge standards or limits, permit conditions, or prohibitions issued, reissued, or adopted by the city manager; and

(4) In an amount not to exceed $10 per gallon for discharges in violation of any suspension, cease-and-desist order or other orders, or prohibitions issued, reissued, or adopted by the city manager.

(D) The amount of any administrative fine imposed under this section, which remains delinquent for a period of 60 days or more, shall accrue interest at a standard rate of ten percent. Further, the amount of any administrative fine and interest accrued that remains delinquent after 60 days shall constitute a lien against the real property of the user from which the discharge originated.

(E) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action, whether criminal or civil, against the user.

(`64 Code, Sec. 25-71) (Ord. No. 2494)

SEC. 19-106. EMERGENCY SUSPENSIONS.

(A) The city manager may immediately suspend a user's permission to discharge into the system, whenever such suspension is necessary to stop an actual or threatened discharge that could or does cause an imminent or substantial endangerment to the operation of the system, to the environment or the public health, safety or welfare. The city manager may also immediately suspend a user's discharge, after the user is given notice and opportunity to respond, that threatens to interfere with the operation of the system, or that presents, or may present, an endangerment to the environment or the public health, safety or welfare.

(B) Any user notified of the suspension of the user's permission to discharge into the system shall immediately halt discharge into the system. In the event any user fails to immediately comply voluntarily with the suspension order, the city manager may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the system, the receiving waters, to the environment or the public health, safety or welfare. The city manager may allow the user to recommence discharge when the user has demonstrated to the satisfaction of the city manager that the threat of endangerment has passed, unless the termination proceedings set forth in section 19-107 of this article are initiated against the user.

(C) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful or potentially harmful

discharge and the measures taken to prevent any such future occurrence, to the city manager before the date of any order to show cause or termination hearing under sections 19-102 and 19-107 of this article.

(D) Nothing in this section shall be interpreted as requiring any hearing before issuance of any suspension order and the taking of any action permitted under this section.

(`64 Code, Sec. 25-72) (Ord. No. 2494)

SEC. 19-107. TERMINATION OF DISCHARGE.

(A) In addition to all other remedies available under this article, federal, State and local law, the city manager may terminate any user's permission to discharge into the system if the user does any of the following acts:

(1) Violates IWD permit conditions;

(2) Fails to accurately report the wastewater constituents and characteristics of the user's discharge;

(3) Fails to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge;

(4) Refuses reasonable access to the user's premises for the purpose of inspection, monitoring or sampling; or

(5) Violates the pretreatment standards in division 3 of this article.

(B) Any user violating the provisions in subsection (A) will be notified of the proposed termination of the user's permission to discharge into the system and be offered an opportunity to show cause under section 19-102 of this article why the proposed action should not be taken. Exercise of this option by the city manager shall not be a bar to, or a prerequisite for, taking any action, whether criminal or civil, against the user.

(`64 Code, Sec. 25-73) (Ord. No. 2494)

DIVISION 9. JUDICIAL ENFORCEMENT REMEDIES

SEC. 19-115. INJUNCTIVE RELIEF.

(A) When the city manager finds that a user has violated, or continues to violate, any provision of this article, an IWD permit, or an order issued hereunder, or any other pretreatment standard or requirement, the city manager, through the city attorney, may petition the Ventura County Superior Court for the issuance of a temporary or permanent injunction, as appropriate, that restrains or compels the specific performance of the conditions/ requirements of an IWD permit, order, or other requirement imposed by this article on activities of the user.

(B) The city manager may also seek other appropriate legal and/or equitable relief; including an order for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or prerequisite for, the taking of any action against, whether criminal or civil, against a user.

(`64 Code, Sec. 25-74) (Ord. No. 2494)

SEC. 19-116. CIVIL PENALTIES.

(A) A user that has violated, or continues to violate, any provision of this article, an IWD permit, or an order issued hereunder, or any other pretreatment standard or requirement may be liable to the city for a maximum civil penalty of $10,000 per violation per day.

(B) The city filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking other enforcement action, whether criminal or civil, against a user.

(`64 Code, Sec. 25-75) (Ord. No. 2494)

SEC. 19-117. CRIMINAL PROSECUTION.

(A) A user who willfully or negligently violates any provision of this article, an IWD permit or an order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor.

(B) A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan or other documentation filed, or required to be maintained, pursuant to this

article, an IWD permit, or an order issued hereunder, or that falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this article shall, upon conviction, be guilty of a misdemeanor.
(`64 Code, Sec. 25-76) (Ord. No. 2494)

SEC. 19-118. REMEDIES NONEXCLUSIVE.

The provisions in this article are not exclusive remedies. The city manager may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations is authorized by this article and by state and federal law, and will generally be in accordance with the city's enforcement response plan, which contains detailed procedures indicating how the city will investigate and respond to instances of industrial user noncompliance, including: (1) how the city will investigate instances of noncompliance; (2) the types of escalating enforcement responses the city will take in response to all anticipated types of industrial user violations and the time periods within which responses will take place; (3) identification by title of the officials responsible for each type of response; and (4) consistency with the city's primary responsibility to enforce all applicable pretreatment requirements and standards, as detailed in 40 CFR 403.8(f)(1) and (f)(2). However, the city manager may take other action against any user when the circumstances warrant. Further, the city manager is empowered to take more than one enforcement action against any noncompliant user.
(`64 Code, Sec. 25-77) (Ord. No. 2494, 2875)

DIVISION 10. SUPPLEMENTAL ENFORCEMENT ACTION

SEC. 19-125. PERFORMANCE BONDS.

The city manager may decline to issue or reissue an IWD permit to a user who has failed to comply with any provision of this article, a previous IWD permit, or an order issued hereunder, or any other pretreatment standard or requirement, unless the user first files a satisfactory bond, payable to the city, in a sum to be determined by the city manager.
(`64 Code, Sec. 25-78) (Ord. No. 2494)

SEC. 19-126. LIABILITY INSURANCE.

The city manager may decline to issue or reissue an IWD permit to a user who has failed to comply with any provision of this article, a previous IWD permit, or an order issued hereunder, or any other pretreatment standard or requirement, unless the user first submits proof that the user has obtained financial assurances sufficient to restore or repair damage to the system caused by the user's discharge.
(`64 Code, Sec. 25-79) (Ord. No. 2494)

SEC. 19-127. WATER SUPPLY SEVERANCE.

Whenever a user has violated, or continues to violate, any provision of this article, an IWD permit, or an order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Service will recommence, at the user's expense, only after the user has satisfactorily demonstrated the user's ability to comply.
(`64 Code, Sec. 25-80) (Ord. No. 2494)

SEC. 19-128. INFORMANT REWARDS.

The city manager is authorized to pay up to $500 for information leading to the discovery of noncompliance by a user. In the event that the information provided results in an administrative fine or civil penalty levied against the user, the city manager is authorized to disperse up to ten percent of the collected fine or penalty to the informant. However, a single reward payment may not exceed $10,000.
(`64 Code, Sec. 25-81) (Ord. No. 2494)

DIVISION 11. MISCELLANEOUS PROVISIONS

SEC. 19-133. WASTEWATER RATES.

(A) The rates charged for all wastewater collected by the city shall be established by ordinance of the City Council. Each customer receiving wastewater service is liable for payment for such service at the rates so established.

(B) Pursuant to Cal. Gov't Code section 53756, and after notice is provided as required by law, the adopted rates shall automatically adjust over a five-year period for inflation in the cost of operating the city's wastewater system. If the actual inflation in natural gas and electricity rates paid by the city since the effective date of the rates exceeds the rate study's cumulative forecast for inflation in utility costs for that same period, the rates will be automatically adjusted to recover the difference between the two. For example, if in year three of these rates the actual inflation in natural gas and electricity rates paid by the city since the effective date of the rates is 8.75% and the rate model estimates a cumulative increase of 7.5% over that same time period, then the inflation adjustment for that year would be 1.25%. On the other hand, if the actual inflation in natural gas and utility rates for this example time period is 7.5%, then no inflation adjustment would be made for that year as the actual inflation would equal the estimated inflation in the rate model. The city shall issue the adjustments no more than once per calendar year, and these adjustments will be effective at least 60 calendar days thereafter.

(C) When the City Council declares the existence of a water shortage condition pursuant to City Code Section 22-154, the wastewater treatment rates and charges provided herein that are based on water use shall be adjusted to reflect the level of severity and corresponding mandatory water conservation percentage reflected in the water shortage condition declaration. For example, if the Council declares a Stage 2 water shortage condition with a mandatory water use reduction goal of 20%, then the rates provided herein that are based on water use, shall be concurrently adjusted upward by the same percentage - 20%. This adjustment shall be initiated as of the effective date of the water shortage declaration and terminate as of the date of the termination of that water shortage declaration.

(Ord. No. 2917)

SEC. 19-134 FEES AND CHARGES.

The fees, charges and rates set forth below shall be charged and collected for the use of and for other privileges and services relating to the Regional Wastewater Treatment System of the City of Oxnard:

(A) [reserved]

(B) City of Oxnard user charge for wastewater system. The rate for City user classes or individual users of the wastewater system shall be calculated by the "City of Oxnard User Charge Formula" (the Oxnard Formula) as follows:

OMUC = p (Vm) + q (Bm) + r (Sm)

Where:

OMUC = Oxnard monthly user charge in dollars

Vm = monthly wastewater discharge in millions of gallons

Bm = monthly BOD discharge in thousands of pounds

Sm = monthly SS discharge in thousands of pounds

p, q and r are unit cost coefficients established as follows:

Service		***Effective July 1, 2017***	***Effective January 1, 2018***	***Effective January 1, 2019***	***Effective January 1, 2020***	***Effective January 1, 2021***
Monthly wastewater discharge/millions of gallons	p =	$3,061.50	$3,222.23	$3,391.40	$3,569.45	$3,756.85
Monthly BOD discharge/ thousands of pounds	q =	$697.59	$734.22	$772.77	$813.35	$856.06
Monthly SS discharge/ thousands of pounds	r =	$551.70	$580.67	$611.16	$643.25	$677.03

(1) Formula users (industrial and commercial). The monthly user charge for formula users shall be calculated using the Oxnard Formula. Industrial and commercial users billed by Oxnard Formula shall be those so designated by the Public Works Director. For those formula users that do not provide metered wastewater flow data, the wastewater flow shall be assumed to be 90% of water consumed. For those users that provide engineering data acceptable to the Public Works Director showing a different percentage, the wastewater flows will be based on that data.

(2) Non-formula users (industrial, commercial and governmental). The monthly user charge for non-residential users of the system that are not classified as formula users by the Public Works Director shall be as follows. The rate per hundred cubic feet (HCF) of water used is based on the assumption that a percent of the water consumed is returned to the wastewater system. The applicable percentage differs based on customer class. The percentage return is included for each customer class in the tables below. The Public Works Director shall have the authority to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

(a) Commercial/school wastewater use (percentage wastewater return = 85%):

Tier	***Usage***	***Effective July 1, 2017***	***Effective January 1, 2018***	***Effective January 1, 2019***	***Effective January 1, 2020***	***Effective January 1, 2021***
1	0 to 50 HCF/month	$3.49	$3.68	$3.88	$4.09	$4.31
2	> 50 to 930 HCF/month	$4.36	$4.59	$4.84	$5.10	$5.37
3	> 930 HCF/month	$8.72	$9.18	$9.67	$10.18	$10.72

(b) Restaurant wastewater use (percentage wastewater return = 80%):

Tier	***Usage***	***Effective July 1, 2017***	***Effective January 1, 2018***	***Effective January 1, 2019***	***Effective January 1, 2020***	***Effective January 1, 2021***
1	0 to 20 HCF/month	$3.49	$3.68	$3.88	$4.09	$4.31
2	>20 to 160 HCF/month	$4.36	$4.59	$4.84	$5.10	$5.37
3	> 160 HCF/month	$8.72	$9.18	$9.67	$10.18	$10.72

(c) Laundry/laundromat wastewater use (percentage wastewater return = 90%):

Tier	***Usage***	***Effective July 1, 2017***	***Effective July 1, 2018***	***Effective July 1, 2019***	***Effective July 1, 2020***	***Effective July 1, 2021***
1	0 to 105 HCF/month	$3.49	$3.68	$3.88	$4.09	$4.31
2	>105 to 525 HCF/month	$3.86	$4.07	$4.29	$4.52	$4.76
3	> 525 HCF/month	$4.81	$5.07	$5.34	$5.63	$5.93

(3) Non-formula users - residential. Residential wastewater service is deemed to begin when water service begins. Monthly residential user charges by type of dwelling units are as follows. The rate per hundred cubic feet (HCF) of water used is based on the assumption that a percentage of the water consumed is returned to the wastewater system. The applicable percentage differs based on customer class. The percentage return is included for each customer class in the tables below. The Public Works Director shall have the authority to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

(a) Single family residential wastewater use (percentage wastewater return = 80%):

Tier	*Usage*	*Effective July 1, 2017*	*Effective July 1, 2018*	*Effective July 1, 2019*	*Effective July 1, 2020*	*Effective July 1, 2021*
1	0 to 9 HCF/month	$1.95	$2.06	$2.17	$2.29	$2.42
2	>9 to 18 HCF/month	$2.17	$2.29	$2.42	$2.55	$2.69
3	> 18 HCF/month	$3.03	$3.19	$3.36	$3.54	$3.73

(b) Single family residential wastewater use; large lots (lot size of over 7,000 square feet) (percentage wastewater return = 60%):

Tier	*Usage*	*Effective July 1, 2017*	*Effective July 1, 2018*	*Effective July 1, 2019*	*Effective July 1, 2020*	*Effective July 1, 2021*
1	0 to 16 HCF/month	$1.95	$2.06	$2.17	$2.29	$2.42
2	> 16 to 25 HCF/month	$2.17	$2.29	$2.42	$2.55	$2.69
3	> 25 HCF/month	$3.03	$3.19	$3.36	$3.54	$3.73

(c) Multi-family, multi-unit residential wastewater use (percentage wastewater return = 90%). Tiers for multi-family and multi-unit residential are variable and are determined by multiplying each tier allotment by the number of dwelling units:

Tier	*Usage*	*Effective July 1, 2017*	*Effective July 1, 2018*	*Effective July 1, 2019*	*Effective July 1, 2020*	*Effective July 1, 2021*
1	0 to 6 HCF/month	$1.58	$1.67	$1.76	$1.86	$1.96
2	> 6 to 12 HCF/month	$1.77	$1.87	$1.97	$2.08	$2.19
3	> 12 HCF/month	$2.47	$2.60	$2.74	$2.89	$3.05

(4) Monthly base rates. In addition to monthly rates based on water use (per HCF) as set forth above, the following customer classes shall pay monthly meter rates:

Service		*Effective July 1, 2017*	*Effective July 1, 2018*	*Effective July 1, 2019*	*Effective July 1, 2020*	*Effective July 1, 2021*
Single family		$29.95	$31.53	$33.19	$34.94	$36.78
Multi-family/ unit:	1 to 6 units	$21.91	$23.07	$24.29	$25.57	$26.92
	7+ units	$10.92	$11.50	$12.11	$12.75	$13.42

(5) Minimum monthly fees. The following customer classes shall pay the greater of the applicable monthly rates set forth in the table below, or the monthly rates based on the actual water use (per HCF) as set forth above:

Service	*Effective July 1, 2017*	*Effective July 1, 2018*	*Effective July 1, 2019*	*Effective July 1, 2020*	*Effective July 1, 2021*
Commercial	$19.90	$20.95	$22.05	$23.21	$24.43
Restaurant	$18.46	$19.43	$20.46	$21.54	$22.68
Laundry/ laundromat	$91.57	$96.38	$101.44	$106.77	$112.38
School	$69.85	$73.52	$77.38	$81.45	$85.73

(6) Non-metered water users. Except as provided in subsection (B)(3) of this section for residential water users, other non-metered water users, including commercial and industrial users, shall pay a monthly rate as determined by the Public Works Director based upon the monthly rate charged a metered water user of comparable size and character of use, provided, however, that the minimum monthly charge shall be the same as that charged for a multi-family dwelling unit. In lieu of specifically calculated rates, non-metered customers will be charged the following:

Service	***Effective July 1, 2017***	***Effective July 1, 2018***	***Effective July 1, 2019***	***Effective July 1, 2020***	***Effective January 1, 2021***
Non-metered customers	$51.42	$54.12	$56.97	$59.97	$63.12

(7) Where wastewater is collected by the city and is accepted by another agency for transmission, treatment and disposal, the monthly wastewater rates shall be equal to the rate charged by such agency for transmission, treatment and disposal of such wastewater, anything to the contrary herein notwithstanding.

(8) Additional charges for outside the city users of city wastewater system. Those outside the city users of the Las Posas sewer line shall be charged a monthly rate for wastewater service as follows. Wastewater service is deemed to begin when water service begins. The rate per hundred cubic feet (HCF) of water used is based on the assumption that 85% of commercial and 60% of residential water consumed is returned to the wastewater system. The Public Works Director shall have the right to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

(a) Monthly rates for user charge formula - outside city.

Service	***Effective July 1, 2017***	***Effective January 1, 2018***	***Effective January 1, 2019***	***Effective January 1, 2020***	***Effective January 1, 2021***
Single family residential per	$79.72	$83.32	$87.04	$90.96	$95.11
Multi-family residential per	$55.66	$58.18	$60.79	$63.55	$66.38

(b) Monthly rates for Las Posas commercial/institutional wastewater use.

Tier	***Service***	***Effective July 1, 2017***	***Effective January 1, 2018***	***Effective January 1, 2019***	***Effective January 1, 2020***	***Effective January 1, 2021***
1	0 to 50 HCF/month	$6.57	$6.87	$7.17	$7.48	$7.81
2	> 50 to 930 HCF/month	$8.21	$8.56	$8.94	$9.33	$9.73
3	> 930 HCF/month	$16.42	$17.12	$17.86	$18.62	$19.43

(C) Industrial and liquid waste sampling. Analysis and flow measurement. Dischargers whose wastewater charges are individually calculated using the Oxnard Formula shall be responsible for costs of required sampling, analysis and flow measurement associated therewith as provided in Chapter 19 of the Oxnard City Code. If sampling, analysis and flow data are not provided to the City as required, the Public Works Director shall cause monitoring to be performed or an estimate made to enable charges to be rendered. The discharger shall be billed for these extra costs.

(D) Charges for unusual or non-compatible wastewater. A charge for unusual or non-compatible waste constituents of such quality or character as to impose upon the city unusual operation and/or maintenance or capital costs whether or not related to total flow volume, biochemical oxygen demand, or suspended solids, shall be set by the Public Works Director and paid by the discharger. These charges shall be reasonably calculated to defray costs attributable to such wastes.

(E) Fee for appeal. For each appeal to the City Council of a ruling by the Public Works Director a fee of

$100 will be charged.

(F) Industrial wastewater discharge permits. The industrial wastewater discharge permits (permit) specified in Chapter 19 of the Oxnard City Code shall be granted for a specific time period, not to exceed five years. Application for permit and permit renewal shall be made in accordance with Chapter 19. All users classified as significant industrial wastewater users according to Chapter 19 shall be assessed a fee of $2,500 per year per permit. All other industrial users shall be assessed a fee of $100 per year per permit. In addition to the permit fee, new applicants for a permit shall be assessed a one time new application processing fee of $100.

(G) Billing procedure for monthly service charge for use of city wastewater system. Bills shall be computed according to the rates then in effect and the number of days in the service period at each rate.
(Ord. No. 2917)

SEC. 19-135. COLLECTION OF FEES.

The amount of any fee or charge imposed by the provisions of this article, including interest and penalty assessments, shall be deemed a debt owed to the city. An action in the name of the city may be commenced in any court of competent jurisdiction for the amount of any delinquent fees or charges, and if legal action is brought by the city or its assignee to enforce collection of any amount charged and due under this article, any judgment rendered in favor of the city shall include costs of suit incurred by the city or its assignee, including actual attorneys' fees.
(`64 Code, Sec. 25-82) (Ord. No. 2494)

SEC. 19-136. BILLING AND COLLECTION - DELINQUENT WASTEWATER BILL.

Should a customer fail to pay a fee or charge for wastewater service, within one month after the billing date provided on the face of the bill, the city shall assess a penalty in an amount of 10% of the overdue balance.
(`64 Code, Sec. 25-83) (Ord. No. 2494, 2918)

SEC. 19-137. OUT-OF-CITY SERVICE FEES.

Property situated outside the boundaries of the city may be connected to the system if the city manager determines there is sufficient capacity in the system to serve the property. Out-of-city sewerage service shall be temporary and subject to cancellation following reasonable notice. Fees shall be as specified by ordinance.
(`64 Code, Sec. 25-84) (Ord. No. 2494)

SEC. 19-138. CONNECTION FEES.

(A) Sewer connection fees shall be specified by ordinance and shall be adjusted effective July first of each year to reflect changes in the construction cost index for Los Angeles from January of the previous year to January of the current year as reflected in the periodical, “Engineering News Record,” or other appropriate source as determined by the city manager.

(B) If a demolished structure is subsequently replaced, no additional sewer permit or sewer service connection fee is required if the building permit for the replacement structure is issued within five years of the date of destruction of the previous structure.

(C) If the building permit is issued more than five years but less than ten years from the date of demolition, the service connection fee shall be reduced by 50%. If the building permit is requested for any replacement after ten years from the date of demolition, the full permit or service connection fee shall be required.

(D) The property owner shall pay for any difference between the sewer connection fee based on the original water meter size and the connection fee based on the water meter size to serve the replacement structure. The property owner shall bear the burden of proving the date of the original demolition and that structure's water meter size at the time of destruction.
(`64 Code, Sec. 25-85) (Ord. No. 2494)

SEC. 19-139. PRIVATE WATER SUPPLY FEES.

(A) If a user has a supply of water not obtained from the city, the city manager shall charge and collect from the user the metered water user service fee. To facilitate calculation of this fee, the user shall install and maintain at the user's expense, a water meter of a type approved by the city manager, capable of measuring accurately the amount of water used on the premises.

(B) The meter shall provide water use measurement in the same manner as meters recording city water use, and the user shall permit the meter to be read monthly by authorized city employees.

(`64 Code, Sec. 25-86) (Ord. No. 2494)

SEC. 19-140. APPEAL FEE.

The fees for filing an administrative hearing or other hearing pursuant to this chapter shall be established in a resolution of the city council.

(`64 Code, Sec. 25-87) (Ord. No. 2494)

SEC. 19-141. IWD PERMIT FEE.

All persons requiring an IWD permit shall pay to the city a yearly permit fee established by resolution of the city council.

(`64 Code, Sec. 25-88) (Ord. No. 2494)

SEC. 19-142. SERVICE FEES.

Should the city or its agents perform required industrial wastewater sampling, analysis, review, flow measurements or other activities for a user, the user shall be held responsible for all accrued costs. The city manager may, at his/her discretion, bill the user directly for services performed by the city. The fees for such services shall be established by resolution of the city council.

(`64 Code, Sec. 25-89) (Ord. No. 2494)

SEC. 19-143. PRETREATMENT CHARGES AND FEES.

(A) The city council by resolution may adopt reasonable charges and fees for reimbursement of the costs of setting up and operating the city's pretreatment program.

(B) These charges and fees include:

(1) Fees for IWD permit applications, including the cost of processing the applications;

(2) Fees for monitoring, inspection, and surveillance procedures, including the cost of collecting and analyzing a user's discharge and reviewing monitoring reports submitted by users;

(3) Fees for reviewing accidental discharge procedures and construction and responding to accidental discharges;

(4) Fees for wastewater of such quality or character as to impose unusual operation and maintenance or capital costs on the system; whether related to flow volume, BOD, SS, or peak flow rates; and

(5) Other fees as the city council may deem necessary to carry out the provisions of this article.

(`64 Code, Sec. 25-90) (Ord. No. 2494)

ARTICLE II. SOLID WASTE; RECYCLING

DIVISION 1. IN GENERAL

SEC. 19-150. PURPOSE.

The collection, transportation, processing, marketing, transfer and disposal of solid waste and recyclables by qualified persons is necessary to protect the public health, safety and general welfare and to implement State law. For these reasons, collecting, transporting, processing, marketing, transferring and disposing of solid waste and recyclable materials requires regulation and control by the city in the manner set forth in the code, including, but not limited to, this article.

(`64 Code, Sec. 15-1) (Ord. No. 2372)

SEC. 19-151. DEFINITIONS.

(A) For the purposes of this article, the following words shall have the following meanings. Any words or phrases relating to solid waste that are not defined in this article shall have the meaning applied to them in Cal. Pub. Res. Code, Sections 40000 *et seq.*

(B) Whenever reference is made herein to any portion of this article, any other ordinance, resolution or regulation of the city, or any law of this State, the reference shall be deemed to apply to all amendments and additions heretofore or hereafter made to such ordinances, resolutions, regulations or laws.

(1) ARTICLE - Article II of chapter 19 of the code and regulations issued pursuant hereto.

(2) CHARGES - Money paid for solid waste, recycling and related services.

(3) CURBSIDE - A curb located adjacent to a street or alley located within the city.

(4) HAZARDOUS WASTE - Material designated as a hazardous waste, a hazardous substance or a hazardous material, pursuant to any applicable federal, State or city law.

(5) NONRESIDENTIAL USE - A use on a lot that does not contain one or more residential dwellings or uses.

(6) OCCUPANT - The person who is entitled to use and occupy any lot located in the city, including buildings and structures located thereon.

(7) OWNER - The legal owner of any lot located within the city.

(8) PROCESSED MATERIALS - Recyclable materials that have been processed by a processing facility.

(9) RECYCLING CONTAINER - A container that complies with the requirements of the city for the use or temporary storage of recyclable materials.

(10) RECYCLING OR PROCESSING FACILITY - Means a facility, licensed and authorized by the city or another public agency having jurisdiction, where recyclable materials are cleaned, sorted, or otherwise prepared for marketing to an end user of the processed materials.

(11) RECYCLABLE MATERIALS - Materials that are discarded with the intent that they be collected for return to the economic mainstream in the form of processed materials, rather than becoming solid waste, and may include paper, cardboard, glass, metal, plastic, wood, meat, vegetable or plant matter, compostables, construction and demolition materials, and other materials specified by the city manager for inclusion in the city's recycling program, but shall not include hazardous waste.

(12) SOLID WASTE DIVISION - That division of the city responsible for the collection of solid waste and the management of services related to recyclable materials within the city.

(13) REGULATIONS - Written regulations and amendments thereof issued by the city manager pursuant to this article.

(14) RESIDUAL MATERIALS - That portion of recyclable materials delivered to a processing facility that is left over and must be disposed of after the recyclable materials have been processed.

(15) TRUCK - Any motor vehicle that transports recyclable materials within the city and that is defined as a truck in the Cal. Vehicle Code.

(`64 Code, Sec. 15-2) (Ord. No. 2372)

SEC. 19-152. ESTABLISHMENT OF REGULATIONS BY CITY MANAGER.

The city manager shall from time to time, as deemed necessary or desirable, issue and amend regulations relating to the collection of residential and nonresidential solid waste and recyclable materials and the conditions of service, including but not limited to minimum service levels; standards for extra nonresidential business service; standards for keeping, collecting, removing and disposing of solid waste and recyclable materials; the sufficiency and sanitation of solid waste and recyclable materials containers and carriers; green waste; and the sale of salvageable materials, and of products, commodities and services incidental thereto, and the charges to be made therefor. Copies of such regulations shall be maintained at the solid waste division.

(`64 Code, Sec. 15-3) (Ord. No. 2372)

SEC. 19-153. HOURS OF OPERATION AND CHARGES SET BY CITY COUNCIL.

(A) The city council shall by resolution set hours of operation of solid waste and recyclable materials

collection and hours of operation of city owned or operated public recycling or processing facilities.

(B) The city council shall by ordinance set charges for collection of solid waste, recyclable materials and related services. Such charges may include all costs incurred by the city in providing such services, including but not limited to the costs of employee and administrative overhead, the costs of contracts for services, and the costs of the purchase and rental of supplies and equipment.

(`64 Code, Sec. 15-4) (Ord. No. 2372)

SEC. 19-154. COMPLIANCE WITH ARTICLE.

Whenever compliance with the provisions of this article is required of any person, such requirement shall include compliance with all regulations issued by the city manager pursuant to this article.

(`64 Code, Sec. 15-5) (Ord. No. 2372)

DIVISION 2. REMOVAL AND DISPOSAL OF SOLID WASTE

SEC. 19-160. SOLID WASTE ON PRIVATE PROPERTY.

(A) No owner, occupant or person in control of private property shall deposit, store or cause or permit to be deposited or stored any solid waste on such property so that such solid waste could or does attract rodents or pests and create a health hazard. "Rodent," as used in this subsection, means rats, mice, gophers and squirrels. "Pest," as used in this subsection, includes any animal or insect not under human control, which is offensive to the senses or interferes with the comfortable enjoyment of life, including but not limited to roaches, mosquitoes and flies.

(B) Every owner, occupant or person in control of private property shall properly store and maintain accumulations of solid waste so that they are not carried or deposited by the elements on any public right of way or public place, or on the private property of another.

(`64 Code, Sec. 15-6) (Ord. No. 2372)

SEC. 19-161. SOLID WASTE ON STREETS, ALLEYS AND CITY PROPERTY.

No person shall deposit or cause or permit to be deposited, any solid waste on any public right-of-way, or on any property owned or leased by the city, except in receptacles or areas specifically designated or provided for that purpose.

(`64 Code, Sec. 15-7) (Ord. No. 2372)

SEC. 19-162. NOTICE TO REMOVE SOLID WASTE; APPEAL OF NOTICE.

(A) The city manager shall give written notice to persons determined to be in violation of section 19-160 or section 19-161 of this article to remove and properly dispose of the solid waste. Such notice shall be prominently posted on the private property on which the accumulation exists, or shall be personally served on or sent by certified mail to the owner, occupant or person in control of the private property on which the accumulation exists, or shall be personally served on or sent by certified mail to the person who deposited or caused or permitted to be deposited solid waste on public property.

(B) The notice shall require that the solid waste be removed within three days of receipt of the notice or that the person addressed make alternate arrangements with the city manager, and shall state that if the solid waste is not removed, the city will remove and properly disposed of the solid waste and the person addressed will be billed for the cost thereof.

(C) Before the time set for the removal of the solid waste by the city, the person addressed in the notice may file with the city clerk a written request for review by the city council of the contemplated city action, which request shall operate to delay the city in removing the solid waste from private property and assessing the costs of removal, but shall not prevent removal of solid waste from public property.

(`64 Code, Sec. 15-8) (Ord. No. 2372)

SEC. 19-163. REMOVAL OF SOLID WASTE BY CITY.

The city manager may cause solid waste deposited in violation of sections 19-160 or 19-161 to be removed

and properly disposed of upon failure, neglect or refusal of the person so notified to properly dispose of such solid waste within three days after receipt of written notice as provided in section 19-162, or within five days after the date a notice is returned to the solid waste division because of inability to make delivery thereof; provided, that the same was properly addressed to the last known address of the owner, occupant or person in control of the private property on which the accumulation exists, or of the person who deposited solid waste on public property.
(`64 Code, Sec. 15-9) (Ord. No. 2372)

SEC. 19-164. CHARGES FOR REMOVAL AND DISPOSAL OF SOLID WASTE BY CITY.

When the city has so effected the removal of solid waste, the person notified pursuant to section 19-162 shall be personally liable to the city for a charge for removal and disposal. The city may add the charge to the solid waste bill of such person or take other action to collect the charge. Any action described in this article taken by the city to remove and dispose of solid waste shall not bar criminal prosecution for violation of this article or preclude civil suit to collect amounts due.
(`64 Code, Sec. 15-10) (Ord. No. 2372)

SEC. 19-165. STREET SWEEPING.

In addition to other methods of removing solid waste from public rights of way provided in this article, the city may provide street sweeping services to prevent solid waste from accumulating in rights-of-way. The city council may prescribe charges for such services. Such charges shall be included in the charges for collection of solid waste and shall be payable by the persons liable for such charges.
(`64 Code, Sec. 15-11) (Ord. No. 2372)

SEC. 19-166. TRUCKS TRANSPORTING SOLID WASTE OR RECYCLABLE MATERIALS.

(A) The bodies of trucks transporting solid waste or recyclable materials shall be enclosed or have a covering securely placed over the entire load to prevent spilling of any part of the load. Trucks transporting solid waste shall comply with Cal. Vehicle Code, Section 23115.

(B) Each person operating a truck used to transport solid waste or recyclable materials shall have on the truck a broom, shovel and other equipment necessary to clean and pick up any recyclable materials spilled, dropped or deposited from the truck on any public or private property, and shall clean up, pick up, transport and haul away any such solid waste or recyclable materials.

(C) All trucks and other equipment used to transport solid waste or recyclable materials shall at all times be maintained in a good and safe mechanical condition, with a neat and presentable appearance. All such trucks and other equipment shall be available at all reasonable times for inspection by an authorized representative of the city.

(D) Each truck used to transport solid waste or recyclable materials, except for trucks owned and operated by the city or trucks used pursuant to subsection (C) of section 19-175 or subsections (C) or (E) of section 19-190, shall display the name, address and telephone number of the person transporting solid waste or recyclable materials on both sides of the exterior of the truck in such a manner and size as to be legible.
(`64 Code, Sec. 15-12) (Ord. No. 2372)

SEC. 19-167. BURNING SOLID WASTE.

No person shall burn solid waste.
(`64 Code, Sec. 15-13) (Ord. No. 2372)

SEC. 19-168. HAZARDOUS WASTE IN SOLID WASTE CONTAINERS.

No person shall place hazardous waste in a solid waste container.
(`64 Code, Sec. 15-14) (Ord. No. 2372)

SEC. 19-169. RESIDENTIAL SUBDIVIDERS TO PAY FOR SOLID WASTE CONTAINERS.

Any subdivider who subdivides property into residential lots shall pay to the city the amount of money

estimated by the city manager to be required to purchase the appropriate solid waste containers for each such residential lot, in order that at occupancy the city may provide one or more solid waste containers for each residence.
(`64 Code, Sec. 15-15) (Ord. No. 2372)

DIVISION 3. COLLECTION AND CHARGES

SEC. 19-175. EXCLUSIVE RIGHT TO COLLECT SOLID WASTE.

(A) The collection, removal and disposal of all solid waste, including solid waste generated by residential, commercial, agricultural, construction or demolition uses within the city, may be performed by the city or its authorized representatives. No other person may engage in the collection, removal and disposal of solid waste, except as provided in subsections (B) and (C) of this section.
(B) A person holding a city business license for the collection, removal and disposal of solid waste may collect construction and demolition debris from roll-off boxes and remove and dispose of such debris.
(C) An owner or occupant may collect, remove and dispose of solid waste created by activities on the lot owned or occupied by such person, provided that such person uses his/her own resources to effect the collection, removal and disposal, or contracts for such services only with the person who engaged in the activities that created the solid waste.
(`64 Code, Sec. 15-16) (Ord. No. 2372)

SEC. 19-176. EXTRA NONRESIDENTIAL SERVICE.

Any person desiring more than the minimum solid waste collection service may apply to the solid waste division for extra service.
(`64 Code, Sec. 15-17) (Ord. No. 2372)

SEC. 19-177. UNAUTHORIZED COLLECTION.

No person except authorized city officers and employees shall collect, remove, convey, or cause or permit to be removed, collected or conveyed, any solid waste on or along any public right-of-way in the city. This section shall not apply to any person with whom the city has entered into a contract for the collection, removal and disposal of solid waste, or to any person who holds a city business license for the collection, removal and disposal of solid waste, or to any employee of such persons, while such contract or license is in force.
(`64 Code, Sec. 15-18) (Ord. No. 2372)

SEC. 19-178. INTERFERENCE WITH COLLECTION.

No person shall interfere with or obstruct the collection, transportation, disposal or processing of solid waste.
(`64 Code, Sec. 15-19) (Ord. No. 2372)

SEC. 19-179. INTERFERENCE WITH SOLID WASTE CONTAINERS.

No person other than the owner or occupant, or a person to whom the owner or occupant has given consent, or an officer or employee of the city, or a person or an employee thereof holding a contract with the city or a business license issued by the city for the collection, removal and disposal of solid waste, shall interfere in any manner with any solid waste container or the contents thereof, or place materials within or remove the contents from any solid waste container.
(`64 Code, Sec. 15-20) (Ord. No. 2372)

SEC. 19-180. COLLECTION IN ANNEXED AREAS.

When the city annexes an area in which, for at least the immediately preceding three years, private solid waste collection service of at least the quality and frequency of service provided by the city has been provided by an operator holding a county franchise, license or permit, the operator may continue to provide

such service to the existing service area for the period provided by Cal. Pub. Res. Code, Section 49520 after the city mails notice to the operator that after such period the city will provide exclusive service to the area. The city and the operator may provide on mutually satisfactory terms for the operator's termination of service before such period expires.
(`64 Code, Sec. 15-21) (Ord. No. 2372)

SEC. 19-181. OCCUPANTS LIABLE FOR CHARGES; CHARGES TO BE BILLED TO WATER METER USER.

All occupants are liable for charges for solid waste collection services. In the case of premises containing more than one dwelling unit or place of business or both that are served by a single water meter, such charges may be billed to the landlord or water meter user, who shall collect such charges from the occupants thereof and transmit the amount so collected to the city. In the event the landlord or water meter user fails to collect such charges from any such occupant and remit the charges to the city, the landlord or water meter user shall be liable to the city for the payment of such charges.
(`64 Code, Sec. 15-22) (Ord. No. 2372)

SEC. 19-182. CHARGES ADDED TO UTILITY BILL; PAYMENT; ADJUSTMENT FOR HIGHER RATES.

Whenever possible, charges for the collection of solid waste and recyclable materials and related services shall be added to city utility bills. Such charges shall be for the period covered by the utility bills, and shall be payable at the same time and in the same manner as utility bills. Bills for a fractional part of a billing period may be prorated in a manner approved by the city manager. Whenever it is not possible to determine the total amount of such charges to be added to the utility bill, or if such charges must be billed separately, bills for such services may be rendered and payment of such charges may be made quarterly or monthly, in advance, as directed by the city manager.
(`64 Code, Sec. 15-23) (Ord. No. 2372)

SEC. 19-183. DELINQUENT BILL; AUTHORITY TO DISCONTINUE UTILITY SERVICE.

When a customer's bill for the collection of solid waste, recyclable materials and related services at a service location becomes delinquent, and water is furnished to the customer through one or more services at the same or different locations, all such water services may be shut off. In addition, the city shall have the authority to discontinue water service or solid waste and recyclable materials service, or both, without notice for failure to comply with this article or the rules and regulations promulgated by the city manager pursuant to this article. The charges and procedures for resumption of water service shut off pursuant to this article shall be those found in chapter 22. As an additional remedy, an action in the name of the city may be commenced in any court of competent jurisdiction for the amount of any delinquent charges; and if legal action is brought by the city or its assignee to enforce collection of any amount charged and due under this article, any judgment rendered in favor of the city shall include costs of suit incurred by the city or its assignee, including reasonable attorneys' fees.
(`64 Code, Sec. 15-24) (Ord. No. 2372)

SEC. 19-184 BILLING AND COLLECTION - DELINQUENT REFUSE BILL.

Should a customer fail to pay a fee or charge for refuse service, within one month after the billing date provided on the face of the bill, the city shall assess a penalty in an amount of 10% of the overdue balance.
(Ord. No. 2918)

DIVISION 4. RECYCLABLE MATERIALS

SEC. 19-190. COLLECTING, TRANSPORTING, PROCESSING AND MARKETING RECYCLABLES.

No person shall collect, transport, process or market recyclable materials within the city unless such person

is:

(A) An officer or employee of the city acting in the course of that individual's official duty;

(B) A person holding a city business license for the collection, transportation, processing or marketing of recyclable materials or an employee of such person;

(C) An owner or occupant, provided that such person transports only those recyclable materials that are generated on the lot owned or occupied by such person to a buy back center, drop off center or other facility certified pursuant to Cal. Pub. Res. Code, Sections 14500 *et seq.*;

(D) The holder of a city business license for a recycling facility or processing facility, or an officer or employee of the licensee; or

(E) An agent or employee of, or a volunteer authorized by, a nonprofit organization that collects recyclable materials or processed materials as a part of a fund-raising activity for the benefit of such nonprofit organization.

(`64 Code, Sec. 15-25) (Ord. No. 2372)

SEC. 19-191. RECYCLING CONTAINERS; REMOVAL OR INTERFERENCE.

(A) Recycling containers for the temporary storage of recyclable materials generated on any lot shall comply with all applicable provisions of this article and the code.

(B) No person other than the persons specified in section 19-190 shall remove or interfere in any way with a recycling container or the contents thereof, after the same is placed for collection at an authorized collection location by the occupant or owner of the lot on which the recyclable materials were generated.

(C) Notwithstanding any other provision of the code, violation of this section is hereby declared to be an infraction punishable in accordance with the provisions of chapter 1 of the code, relating to punishment for infractions.

(D) As an alternative to subsection (C) of this section, the city attorney is authorized to bring a civil suit at law or equity against any person who violates this section. In any such civil suit, the court shall either allow treble damages, as measured by the value of the material removed or interfered with, or award a civil penalty of not more than $1,000, whichever is greater, against the person who violated this section, for each unauthorized removal or interference, together with the city's reasonable attorneys' fees, expert and other witness fees, and all costs.

(`64 Code, Sec. 15-26) (Ord. No. 2372)

SEC. 19-192. PLACEMENT OF RECYCLING CONTAINERS.

The following provisions apply to curbside or alley recyclable materials collection:

(A) No person shall place or cause to be placed for collection recyclable materials or any recycling container containing recyclable materials, at any place, at any time or in any manner other than as provided in this article or regulations established thereto. Recyclable materials that need not be placed in a recycling container for collection pursuant to this article shall be placed for collection at the same locations and at the same times as recyclable materials required to be placed for collection within a recycling container.

(B) (1) No person shall place or cause to be placed a recycling container or recyclable materials for collection at any time other than on the days established pursuant to this article or regulations established thereto.

(2) Recycling containers shall be placed for collection by the time designated by resolution of the city council, or at any time within 12 hours prior to the designated collection time. No person shall permit recycling containers or recyclable materials to remain at such locations after the designated collection day.

(3) Each recycling container shall be returned to a location where the same is permitted to be stored pursuant to the provisions of the code or regulations issued pursuant thereto.

(C) (1) Any recycling container or recyclable materials to be placed for collection on the lot where generated adjacent to a street, shall be placed as close as practicable to the curb line or right-of-way line of the street.

(2) No recycling container or recyclable materials shall be placed within the limits of any street or alley within the city, unless by direction of the city manager.

(`64 Code, Sec. 15-27) (Ord. No. 2372)

SEC. 19-193. TITLE TO RECYCLABLE MATERIALS.

Title to recyclable materials shall be deemed for all purposes to be vested in the city as of the time the materials are placed in the collection location with the intent that they be collected for recycling by the persons identified in section 19-190.
(`64 Code, Sec. 15-28)

SEC. 19-194. RECYCLING COLLECTION SERVICES.

Each person operating pursuant to section 19-190(B) shall, on request of the owner or occupant of a nonresidential use, provide recyclable materials collection equipment or services, including, but not limited to, segregated and nonsegregated recycling container services.
(`64 Code, Sec. 15-29) (Ord. No. 2372)

DIVISION 5. HAZARDOUS MATERIALS

SEC. 19-200. UNDERGROUND STORAGE.

(A) Pursuant to Cal. Health and Safety Code, Chapter 6.7, Division 20, Section 25283 and Cal. Health and Safety Code, Chapter 6.11, Division 20, Section 25404.1, the city assumes or has previously assumed responsibility for the implementation within the Cal. Gov't Code, Title 23, Division 3, Chapters 16 and 18, pertaining to underground storage of hazardous substances, and Cal. Health and Safety Code, Chapter 6.75, Division 20, pertaining to underground petroleum storage tank cleanup, to the extent that such regulations and statutes authorize such action by the city.

(B) The city council designates the City's Certified Unified Program Agency Program (CUPA Program) as responsible for administering and enforcing said regulations and statutes on behalf of the City. The CUPA Program may adopt regulations to implement this division.

(C) Pursuant to Cal. Health and Safety Code, Sections 25280 *et seq.*, and Cal. Gov't Code, Chapter 16, Division 3, Title 23, the CUPA Program shall issue, renew, revoke and modify permits to operate underground storage tanks.

(D) Pursuant to Cal. Health and Safety Code, Sections 25299.10 *et seq.* and Cal. Gov't Code, Chapter 18, Division 3, Title 23, the CUPA Program shall require correction action with regard to underground storage tanks and releases therefrom, including the preparation of a workplan, and shall perform, monitor or oversee corrective action as directed by the State Water Resources Control Board or the regional water quality control board.

(E) The CUPA Program shall charge for services provided under this ordinance the fees adopted therefor by resolution of the city council.
(`64 Code, Sec. 15-30) (Ord. No. 2431)

ARTICLE III. STREETS AND SIDEWALKS

DIVISION 1. ENCROACHMENTS AND EXCAVATIONS

SEC. 19-205. DEFINITIONS.

For the purpose of this article, the following words shall have the following meanings:

(A) ENCROACHMENT - Any physical object or material thing that occupies space in, under or on a right-of-way, including any obstruction within or over a right-of-way, but not including structural and architectural projections permitted by the code, a building being moved under a city permit and any vehicle, bicycle or similar mechanical means of transportation in motion on a right-of-way.

(B) ENGINEER - The city engineer or designee, including city inspectors and the city streets superintendent.

(C) EXCAVATE - Cutting, digging or boring in a right-of-way, including any street repair, trenching, patch or fill.

(D) RIGHT-OF-WAY - Any real property or interest therein owned by or under the jurisdiction of the

city, located within the city, and used or reserved for a public purpose, including any public road, street or alley (including curbs, gutters and parkways), any public waterway, and any public easement, parking lot, park or landscaped area.

(E) STREET CUT FEE - A payment made to the city for the privilege to excavate in order to reimburse the city for damage to the right-of-way caused by the excavation and not corrected by any backfill, compaction or pavement replacement.

(`64 Code, Sec. 26-1) (Ord. No. 2444)

SEC. 19-206. PERMIT REQUIRED.

A person shall obtain an encroachment permit from the city before doing any of the following:

(A) Excavate in a right-of-way;

(B) Construct, alter or repair any driveway, sidewalk, curb, gutter, or other improvement in a right-of-way;

(C) Plant, remove or permanently affect in any manner a tree, a shrub or other plant life within a right-of-way;

(D) Create, alter or remove an encroachment, including the erection of a temporary structure; and

(E) Move any object, except a building, the size or movement of which would interfere with the normal flow of vehicular traffic on a right-of-way.

(`64 Code, Sec. 26-2) (Ord. No. 2444)

SEC. 19-207. APPLICATION; INDEMNIFICATION OF CITY.

(A) The engineer shall provide the application for an encroachment permit.

(B) The engineer shall condition the permit as necessary to ensure that the work is performed according to city standards and specifications. If the engineer finds that the proposed work is in the public interest and not contrary to the public health, safety or welfare, the applicant shall be granted the permit.

(C) Until final acceptance of the work, the permittee shall indemnify and save harmless the city council, the city and its officers and employees from all liability and against all loss, cost or expense occasioned by or arising from any work performed under the encroachment permit.

(`64 Code, Sec. 26-3) (Ord. No. 2444)

SEC. 19-208. WORK WITHOUT A PERMIT; REVIEW FEES.

If a person without an encroachment permit commences any work for which an encroachment permit is required, the engineer shall review the work before issuing a permit. The person commencing such work shall pay a review fee in addition to any permit fees, whether or not the engineer issues a permit. The review fee shall be equal to the total amount of the permit and inspection fees set forth in section 19-220.

(`64 Code, Sec. 26-4) (Ord. No. 2444)

SEC. 19-209. DURATION OF PERMIT.

(A) An encroachment permit is valid for the period specified in the permit, which will usually be 30 days from the date of issuance.

(B) A utility encroachment permit is valid for a calendar year, or for the part thereof stated in the permit.

(C) A person conditioned by a land use approval to maintain landscaping or other improvements in a right-of-way shall obtain an indeterminate encroachment permit, which shall be valid as long as the permittee maintains the landscaping or other improvements in accordance with the conditions of the land use approval and complies with all conditions of the indeterminate encroachment permit.

(D) A person permitted by agreement with the city to place a structure on a right-of-way for six months or longer shall obtain an indeterminate encroachment permit, which is valid as long as the agreement permits the structure to remain and the permittee complies with all conditions of the agreement and the indeterminate encroachment permit.

(E) A permittee shall comply with all conditions of the indeterminate encroachment permit issued to the permittee.

(`64 Code, Sec. 26-5) (Ord. No. 2444, 2654)

SEC. 19-210. UTILITY ENCROACHMENT PERMIT.

A public utility shall obtain a utility encroachment permit. Before commencing any work, the public utility shall also obtain an encroachment permit for the specific work. In an emergency, a public utility may do work before obtaining an encroachment permit for the specific work, provided that within three days after beginning the work, the public utility shall inform the engineer of the date, location and type of work done.
(`64 Code, Sec. 26-6) (Ord. No. 2444)

SEC. 19-211. SPECIFICATIONS FOR WORK.

The permittee shall comply with the specifications in the encroachment permit. Copies of approved specifications will be available to any applicant or permittee.
(`64 Code, Sec. 26-7) (Ord. No. 2444)

SEC. 19-212. INSPECTION OF CONCRETE WORK.

Any person doing concrete work under an encroachment permit shall ask the engineer to inspect the work at least 24 hours before pouring the concrete. No person shall pour concrete without prior approval by the engineer.
(`64 Code, Sec. 26-8) (Ord. No. 2444)

SEC. 19-213. TESTING AND CERTIFICATION OF WORK.

At any stage of permitted work, the engineer may require the permittee to do testing and certification, including, but not limited to, materials testing and certifications by professional engineers or testing businesses, to the extent required to allow the engineer to determine whether the work is satisfactory.
(`64 Code, Sec. 26-9) (Ord. No. 2444)

SEC. 19-214. PROTECTION OF PUBLIC.

A permittee is responsible for the condition and progress of the work until its final acceptance and shall use all reasonable and necessary precautions and measures to protect the work and to prevent accidents and harm to persons and property arising from the work.
(`64 Code, Sec. 26-10) (Ord. No. 2444)

SEC. 19-215. REMOVAL OF ITEMS.

Unless otherwise authorized by the engineer, a permittee shall remove all equipment, materials and debris from the permitted work site within three days after acceptance of the work.
(`64 Code, Sec. 26-11) (Ord. No. 2444)

SEC. 19-216. ACCEPTANCE OF WORK; SECURITY.

(A) The permittee shall correct defective work as determined by the engineer.
(B) No permitted work is finished or completed until accepted by the engineer.
(C) The engineer may require the permittee to post security in order to guarantee satisfactory workmanship after acceptance, in an amount and for a period of time determined by the engineer to be necessary in order to protect the public health, safety and welfare.
(`64 Code, Sec. 26-12) (Ord. No. 2444)

SEC. 19-217. CERTIFICATE OF OCCUPANCY; ELIMINATION OF DRIVEWAYS.

(A) The city shall not issue any certificate of occupancy or use, or give any final clearance to a public utility for service, for any building until damage to abutting rights-of-way occasioned by construction of the building and all required or damaged rights-of-way or driveways serving the lot on which the building is located are properly repaired or constructed and meet approved specifications, as determined by the engineer.

(B) If the need for or use of a driveway serving a lot has been eliminated by the conversion, alteration or removal of improvements on the lot, or by a change in the use of the lot, the driveway should be replaced with sidewalk, curb and gutter improvements.
(`64 Code, Sec. 26-13) (Ord. No. 2444)

SEC. 19-218. USE OF CITY FORCES; CHARGE.

(A) The city may require that repairs to rights-of-way necessitated by a permittee other than a public utility or a city utility be performed by city staff rather than by the permittee.
(B) In such case, the permittee shall pay the city the estimated charge for repairs computed from the city's approved schedule of charges for repair work by city forces.
(C) A schedule of approved charges for repair work by city forces, adopted by the city council, shall be on file in the offices of the engineer and the city clerk.
(`64 Code, Sec. 26-14) (Ord. No. 2444)

SEC. 19-219. CHARGE FOR EXTRA WORK.

If repairs exceeding those estimated are made by city forces, the permittee shall promptly pay the city for such work, in accordance with the schedule of charges and the repairs performed.
(`64 Code, Sec. 26-15) (Ord. No. 2444)

SEC. 19-220. PERMIT FEES.

(A) An applicant for an encroachment permit shall pay the following fees:
(1) Encroachment permit fee; and
(2) Inspection fee. If the work is to be performed by city forces, the applicant shall pay an amount equal to the estimated cost of the work in lieu of an inspection fee.
(B) A schedule of fees to implement this section shall be established by resolution of the city council.
(`64 Code, Sec. 26-16) (Ord. No. 2444)

SEC. 19-221. STREET CUT FEE; WAIVER.

(A) An applicant for an encroachment permit to excavate shall pay a street cut fee unless otherwise provided for herein.
(B) If an applicant intends to excavate in a right-of-way scheduled in the city's capital improvement program for complete rehabilitation within one year of the date the encroachment permit is issued, the applicant is not required to pay the street cut fee.
(C) As provided in section 19-222, those public utilities granted franchises by State statute or by a franchise agreement with the city, obligating the franchisee to make all repairs to city streets necessitated by the operations of the franchisee, are not required to pay the street cut fee.
(D) As provided in section 19-223, the engineer may waive the street cut fee for those city utilities that request such waiver and that present evidence satisfactory to the engineer of the capacity to perform the conditions of waiver set out in section 19-223.
(E) The street cut fee shall be established by resolution of the city council.
(F) If the engineer determines that permitted work is voluntarily undertaken, rather than required by law, regulation or a condition of land use approval, and the work will be paid for by the permittee, and benefits the city, the engineer may waive the fees imposed by this section.
(`64 Code, Sec. 26-17) (Ord. No. 2444)

SEC. 19-222. PERIODIC INSPECTION AND REPAIR BY FRANCHISED UTILITIES.

(A) No later than January 1, 1997, and every five years thereafter, each franchised public utility ("utility") for which the street cut fee is not required pursuant to section 19-221(C) shall inspect, as directed by the engineer, the pavement in the city's streets where the utility has made an excavation or street cut at any time, until such portion of the street is completely resurfaced or reconstructed.
(B) As directed by the engineer, the utility shall identify all defects in the pavement over and around such

excavations and street cuts that arise from such excavations and street cuts and make repairs and perform maintenance in accordance with city specifications.

(C) The utility shall inspect such repairs and maintenance and report thereon to the engineer. The inspections and reports may be made by the utility, by city staff or by an inspector approved by the engineer, as directed by the engineer. If the inspections and reports are made by city staff, the utility shall pay the city for the cost thereof. If the inspections and reports are made by an inspector approved by the engineer, the utility shall pay such person for such work.

(D) The engineer may, from time to time, inspect such excavations and street cuts and notify the utility of any defects in the pavement that arise from such excavations and street cuts, whereupon the utility will make repairs and perform maintenance as directed by the engineer.

(E) Before performing such inspection, repair or maintenance, the utility may receive from the engineer the locations and names of streets that will be repaved within one year from the date such information is received. The utility need not perform such inspection, repair and maintenance on such streets.

(F) If the utility does not perform one or more of the utility's duties set out in this section, the engineer shall notify the utility thereof, specifying the failure. The utility shall cure the failure within 20 days of receiving the notice, or such additional time as the engineer may grant. The engineer may refuse to issue any additional encroachment permits to the utility until the cure is completed.

(G) If, as part of or in the course of doing pavement work or inspecting pavement conditions, in city streets, city employees or contractors identify a defect in the pavement over or around an excavation or street cut that was previously made by a utility and that arises from such excavation or street cut, such employees or contractors may repair such defect, and the utility shall pay the city for the cost of making such repair.

(H) If the utility does not timely pay any amount authorized by this section, the engineer may refuse to issue any additional encroachment permits to the utility until the amount is paid.

(`64 Code, Sec. 26-18) (Ord. No. 2444)

SEC. 19-223. PERIODIC INSPECTION AND REPAIR BY CITY UTILITIES.

(A) Each city utility shall state on its application for an encroachment permit whether the city utility will pay the street cut fee or requests a waiver thereof. A city utility that requests a waiver of the street cut fee shall also present evidence satisfactory to the engineer that the city utility has the capacity to perform the conditions of waiver set out in this section.

(B) If the engineer waives the street cut fee for a city utility, that utility shall, within 90 days of the issuance of the encroachment permit for which the street cut fee was waived, and every five years thereafter, inspect, as directed by the engineer, the pavement in the city's streets where the city utility has made an excavation or street cut at any time, until such portion of the street is completely resurfaced or reconstructed.

(C) As directed by the engineer, the city utility shall identify all defects in the pavement over and around such excavations and street cuts that arise from such excavations and street cuts and make repairs and perform maintenance in accordance with city specifications.

(D) The city utility shall inspect such repairs and maintenance and report thereon to the engineer. The inspections and reports may be made by the city utility, by other city staff or by an inspector approved by the engineer, as directed by the engineer. If the inspections and reports are made by an inspector approved by the engineer, the city utility shall pay such person for such work.

(E) The engineer may, from time to time, inspect such excavations and street cuts and notify the city utility of any defects in the pavement that arise from such excavations and street cuts, whereupon the city utility shall make repairs and perform maintenance as directed by the engineer.

(F) Before performing such inspection, repair or maintenance the utility may receive from the engineer the locations and names of streets that will be repaved within one year from the date such information is received. The city utility need not perform such inspection, repair and maintenance on such streets.

(G) If the city utility does not perform one or more of the city utility's duties set out in this section, the engineer shall notify the city utility thereof, specifying the failure. The city utility shall cure the failure within 20 calendar days of receiving the notice, or such additional time as the engineer may grant. The engineer may refuse to issue any additional encroachment permits to the city utility until the cure is completed or may issue any additional encroachment permits only on condition that the city utility pay the street cut fee.

(H) If, as part of or in the course of doing pavement work or inspecting pavement conditions in city streets, city employees or contractors not working for the city utility identify a defect in the pavement over or around an excavation or street cut that was previously made by the city utility and that arises from such excavation or street cut, such employees or contractors may repair such defect.

(I) If the city utility is required to pay the street cut fee, or if city employees or contractors not working for the city utility make inspections and reports or perform repairs necessitated by the city utility's excavations or street cuts, the city manager may determine a method for the city utility to reimburse the city program doing such work or paying such contractor.

(`64 Code, Sec. 26-19) (Ord. No. 2444)

DIVISION 2. STREET NUMBERING

SEC. 19-230. STREET NUMBERING SYSTEM.

The engineer shall designate on a map of the city a system of street numbering.

(`64 Code, Sec. 26-20) (Ord. No. 2444)

SEC. 19-231. DUTY TO AFFIX NUMBER; TYPE AND SIZE.

(A) Every person who owns, rents, leases or occupies a dwelling, building, structure or establishment, hereinafter "premises," within the city shall ascertain from the engineer the street number assigned to the premises and shall cause that number to be painted on, fastened or otherwise affixed to the front of the premises in a conspicuous place visible from the street. If the premises have access from an alley or waterway, the owner, renter, lessee or occupant shall cause the assigned street number to be painted on, fastened or otherwise affixed to the rear of the premises in a conspicuous place visible from the alley or waterway.

(B) All street numbers painted on, fastened or otherwise affixed to any premises shall be plain and legible, shall be reflectorized or of a color that contrasts with the background, and shall be no smaller than three inches or larger than five inches.

(`64 Code, Sec. 26-21) (Ord. No. 2444)

DIVISION 3. USE OF CITY STREETS AND HIGHWAYS BY OVERWEIGHT VEHICLES

SEC. 19-240. DEFINITIONS.

The following words and phrases, whenever used in this division, shall be construed as defined in this section.

(A) DESIGNATED STREETS - Those city streets or highways, or portions thereof, that have been designated by the city council by resolution as being open to travel by overweight vehicles pursuant to a special permit issued under the provisions of this division.

(B) DIRECTOR - The director of development services of the City of Oxnard, or his/her designee.

(C) OVERWEIGHT VEHICLE - A vehicle, combination of vehicles, or mobile equipment, which, in combination with its load, has a maximum gross weight in excess of the weight limit of vehicles and loads specified in the California Vehicle Code, but does not exceed 95,000 pounds gross weight. Ocean shipping equipment under the seal of United States Customs shall not be subject to the provisions of this division.

(D) PERSON - Any natural person, firm, association, organization, partnership, corporation, public corporation, political subdivision or any department or agency thereof.

(E) YEAR - Calendar year commencing January 1 and ending the following December 31.

(Ord. No. 2871)

SEC. 19-241. SPECIAL PERMIT REQUIRED.

No person shall operate or move an overweight vehicle upon city streets or highways except pursuant to a special permit issued under the provisions of this division. A special permit shall be required for each

overweight vehicle to be operated or moved on city streets or highways. Notwithstanding the foregoing, a person shall not be required to obtain a special permit pursuant to this division if they are required to obtain a city permit for a vehicle whose height, length or width exceeds the maximum specified in the California Vehicle Code, have obtained the permit and the permit is currently valid.
(Ord. No. 2871)

SEC. 19-242. DESIGNATED STREETS.

The city will only issue a special permit for operation or movement of an overweight vehicle upon designated streets. Designated streets shall be established by a resolution of the city council.
(Ord. No. 2871)

SEC. 19-243. AUTHORITY TO ISSUE SPECIAL PERMIT.

(A) The director or his/her designee is authorized to issue special permits under this division for either a single movement or on a yearly basis for continuous operation. Every permit issued for continuous operations shall expire on December 31 of the year for which it is issued. The director may issue or withhold a special permit in his/her discretion or may issue a special permit conditioned upon the following:

(1) The number of trips authorized.

(2) Seasonal or other time limitations within which the overweight vehicle may be operated or moved on the designated streets.

(3) An undertaking or other security as may be deemed necessary to protect the city's streets, highways and bridges from damage.

(4) Required proof of financial responsibility in an amount required for compliance with California Vehicle Code section 16500.5.

(5) Such conditions of operation of the overweight vehicle as may be necessary to assure against undue damage to the road foundations, surfaces, bridges or other structures.

(6) Potential negative safety or environmental impacts in the opinion of the city traffic engineer, fire chief, or the police chief.

(B) No special permit issued pursuant to this section shall authorize the transport of hazardous materials or hazardous wastes, as those terms are defined by local, state, and federal law.
(Ord. No. 2871)

SEC. 19-244. APPLICATION REQUIRED.

The city will issue a special permit only upon receipt of a signed and verified application describing the vehicle and load, including weight, and stating whether the special permit is requested for a single trip or continuous operations. Each application shall be accompanied with a special permit fee. The amount of all special permit fees shall be established by a resolution of the city council.
(Ord. No. 2871)

SEC. 19-245. SPECIAL PERMIT CONDITIONS.

Every special permit issued pursuant to this division shall provide that:

(A) The maximum allowable gross combined vehicle weight to be permitted may not exceed 95,000 pounds with appropriate equipment and the vehicle, combination of vehicles, or mobile equipment shall conform to the axle weight limits specified in Section 35550 of the California Vehicle Code.

(B) The maximum speed limit for any overweight vehicle shall be 30 miles per hour.

(C) Each person to whom a special permit is issued shall agree to defend and indemnify city, its city council, boards, officers and employees from any and all damages, costs and expenses sustained or incurred by city, its boards, officers and employees resulting from or arising out of the issuance of a special permit and the use of city streets or highways whether designated or non-designated.

(D) Each person to whom a special permit is issued shall agree to be responsible for all injuries or death of persons and for all damages to property of every kind caused by or resulting from or arising out of the issuance of a special permit and use of city streets or highways, whether designated or non-designated.

(E) Each person to whom a special permit is issued shall agree to carry a copy of the special permit in the overweight vehicle for which the permit is issued and furnish a copy to any peace officer upon demand.

(F) Each person to whom the special permit is issued shall furnish evidence satisfactory to the director that the overweight vehicle has undergone safety inspection by a governmental agency having jurisdiction within 90 days preceding the issuance of the special permit and at least once each 90 days during the permit period.

(G) Each person to whom a special permit is issued shall be prohibited from using an overweight vehicle to transport hazardous materials or hazardous wastes, as those terms are defined by local, state and federal laws, across any city street or highway, or portion thereof.

(H) Each person to whom a special permit is issued shall at all times comply with all laws, ordinances, rules and regulations of all federal, state and local governmental authorities having jurisdiction over the operation and maintenance of the overweight vehicle.

(I) No detour from a permitted route may be made without prior written permission of the director or his/her designee.

(J) Except for permitted detours, no route shall be on any street or highway, or portion thereof, not designated by a resolution of the city council.

(K) Every overweight vehicle permitted under this division and each special permit issued pursuant hereto shall be subject to inspection by the director or his/her designee, or any peace officer, at any time it is on a city street or highway within the limits of the city for the purpose of determining compliance with the provisions of the special permit.

(L) As a condition precedent to the city's issuance of a special permit, the applicant shall furnish the director evidence that each driver of an overweight vehicle shall have completed training in the operation of an overweight vehicle.

(Ord. No. 2871)

SEC. 19-246. VEHICLE TRIP LOGS.

All persons operating or moving an overweight vehicle pursuant to a continuous operation special permit shall maintain a vehicle trip log that evidences all vehicle trips on a city street or highway within the limits of the city for the then current year. Vehicle trip logs shall, at a minimum, contain the following information: license plate number, month and year, date of trip, driver's name or any other information that the director may deem appropriate. A copy of the vehicle trip log shall at all times be kept in the overweight vehicle and shall be presented to any peace officer upon demand. As a condition precedent to the city's issuance of any new continuous operation special permit, each application shall be accompanied by a vehicle trip log from the previous year.

(Ord. No. 2871)

SEC. 19-247. FURNISHING PROOF OF COMPLIANCE WITH THIS DIVISION.

All persons operating or moving an overweight vehicle shall carry a copy of any special permit issued pursuant to this division in the overweight vehicle for which the permit is issued and furnish a copy to any peace officer upon demand.

(Ord. No. 2871)

SEC. 19-248. REVOCATION OF PERMIT.

The director may revoke all continuous operation special permits issued to a person, if the person, his/her employee or agent is determined by the director to have violated any two special permit conditions or violate the same special permit on two occasions within any 90 calendar period. No special permit shall be issued to a person whose special permit has been revoked pursuant to this section for 90 calendar days following such revocation. Nothing contained in this division shall be deemed or construed as limiting the power of a peace officer to issue a citation for or otherwise enforce violations of law with respect to operation of an overweight vehicle upon designated streets upon discovery of a violation of a condition of a special permit.

(Ord. No. 2871)

SEC. 19-249. RULES AND REGULATIONS.

The director or his/her designee may adopt, repeal, amend and modify administrative regulations implementing the provisions of this division, including, but not limited to, operating requirements, trailer requirements, driver requirements, and any other matter deemed necessary for the effective administration of this division.
(Ord. No. 2871)

SEC. 19-250. OTHER PERMITS.

A special permit issued pursuant to this division shall be in addition to and obtained prior to applying for any other permit which may be required by law for the operation or movement of an overweight vehicle upon public streets or highways.
(Ord. No. 2871)

APPROVAL OF ORDINANCE CHANGES TO CHAPTER 19 OF THE OXNARD CITY CODE

Public Works and Transportation Committee
June 22, 2021

City Council
July 20, 2021

Badaoui Mouderres, P.E. QISP
Technical Services & Water Quality Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

FOR THE PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute amendments to the Oxnard Code of Ordinances, Chapter 19: Public Works, Article I: Sewerage System; Wastewater Disposal, sections:

- 19-3 Abbreviations;
- 19-4 Definitions;
- 19-25 Prohibited; discharge standards;
- 19-26 Local limits;
- 19-36 Additional pretreatment measures;
- 19-43 Discharges from food establishments, vehicle maintenance facilities, and commercial and industrial laundries; and
- 19-51 Industrial wastewater discharge permit requirements

RECOMMENDATION

FOR THE CITY COUNCIL:

That the City Council approve and authorize the Mayor to execute amendments to the Oxnard Code of Ordinances, Chapter 19: Public Works, Article I: Sewerage System; Wastewater Disposal, sections:

- 19-3 Abbreviations;
- 19-4 Definitions;
- 19-25 Prohibited; discharge standards;
- 19-26 Local limits;
- 19-36 Additional pretreatment measures;
- 19-43 Discharges from food establishments, vehicle maintenance facilities, and commercial and industrial laundries; and
- 19-51 Industrial wastewater discharge permit requirements

BACKGROUND

- Local limits are restrictions placed on industrial users or other non domestic sources that discharge wastewater to the Oxnard Wastewater Treatment Plant (OWTP)
- Required by Section VI.C.5,b of the OWTP National Pollutant Discharge Elimination System (NPDES) permit (ORDER R4-2018-0140)
- Local limits set maximum limits for certain pollutants in wastewater discharged into the system by nondomestic sources
- Local limits require periodic assessment due to significant changes in the system

BACKGROUND

- Oxnard's local limits were last evaluated in 1999
- The current local limits are inadequate due to the addition of the Advanced Water Purification Facility, the planned implementation of the Aquifer Storage and Recovery and the indirect potable reuse program
- The NPDES permit requires:
  - The City evaluate the adequacy of the local limits
  - Submit a written technical report
  - Secure approval of revised local limits by the Regional Water Board and USEPA

DISCUSSION

- Technical local limits evaluation initiated in 2015
- Final Draft local limits evaluation report submitted to the Regional Board November 2017
- Tentative approval from Regional Board in December 2017
- Public outreach conducted with stakeholders May 2018
- Stakeholder comments and input required additional study

DISCUSSION

- Study findings were presented to the stakeholders in subsequent meetings held in October - November of 2019
- Proposed changes were acceptable to the stakeholders
- City met with the Oxnard Chamber of Commerce to explain modifications to the initial study based on industry input
- Chamber of Commerce and stakeholders are supportive of the new local limits

NEW LOCAL LIMITS

Pollutant	Existing Local Limit	New Local Limit
Ammonia	--	57 mg/L
Arsenic	3 mg/L	0.13 mg/L
Biochemical Oxygen Demand	800 mg/L	800 mg/L
Cadmium	2.3 mg/L	0.013 mg/L
Chloride	--	9,205 mg/L
Chromium	3 mg/L	0.44 mg/L
Copper	3 mg/L	2.02 mg/L
Hydrogen Sulfide (dissolved)	0.5 mg/L	0.34 mg/L
Lead	2.3 mg/L	0.97 mg/L
Mercury	0.05 mg/L	0.05 mg/L
Molybdenum	--	1.50 mg/L
Nickel	3 mg/L	0.138 mg/L
Oil and Grease (vegetable)	250 mg/L	250 mg/L
Oil and Grease (mineral)	100 mg/L	100 mg/L
Selenium	--	0.49 mg/L
Silver	1 mg/L	0.056 mg/L
Total Suspended Solids	1,000 mg/L	1,000 mg/L
Zinc	3 mg/L	1.06 mg/L

NEW LOCAL LIMITS

- The following constituents are also regulated:
  - Amalgam
  - Boron*
  - Gross Beta
  - Total Dissolved Solids (TDS)*
  - pH
  - Organic Solvents

- Prohibition of oil and gas waste

- Dental facilities are required to obtain an Industrial Wastewater Discharge Permit

*Site specific limits will be developed for existing customers

DISCUSSION:

- Further approval with regional board regarding significant changes (TTO/ Cyanide removal) has been completed
- Public comment period regarding significant changes was held 5/1/2021 - 6/1/2021
- Establish site specific local limits for Boron, Chloride and TDS based on facility application after effective date of new ordinance

FINANCIAL IMPACT

There is no direct financial impact to this approval.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: June 22, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Operational Technical Services, LLC, Agreement A-8335 for On-Call Operations Support for Water, Recycled Water and Wastewater. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8335 with Operational Technical Services, LLC, (OTS) in the amount not to exceed $400,000 for a three-year term ending July 20, 2024, for on-call operational support services for Water, Recycled Water and Wastewater Divisions.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/yr32pCZ8a7M

BACKGROUND

Water

The City of Oxnard Water Division is classified as a Distribution IV and Treatment IV system by the State Water Resource Control Board (SWRCB). The Water Division delivers over 20 million gallons per day of safe and reliable potable water supply to Oxnard customers. The City water system includes: 10 water wells, five (5) turnouts from the United Water Conservation District's Oxnard-Hueneme Pipeline system, one (1) turnout from the Calleguas Municipal Water District's water system, one (1) desalter facility, six (6) blending stations, and over 500 miles of transmission and distribution pipelines.

Per SWRCB regulations, the Water Division must have at minimum one (1) Grade III Water Treatment Operator as a shift operator and one (1) Grade IV or higher Chief Treatment Operator available at all times. In addition, one (1) Grade IV Chief Distribution Operator and one (1) Grade III Distribution Shift Operator (or higher) must be available at all times. Sufficient grade I/II/III operator staff is also needed. Water Treatment Operators work day shifts while maintaining unmanned operations at night with rotating on-call shifts. It is imperative that a backup staffing plan be in place for all shifts in the event of a catastrophe, pandemic, difficult recruiting vacancies, or unexpected emergency. Operational Technical Services, LLC will provide certified Grade I - Grade V operators should the Water Division exhaust all available staffing options.

Recycled Water

The Oxnard Advanced Water Purification facility (AWPF) is classified as a class IV water/wastewater plant that treats secondary effluent from Oxnard's Wastewater Treatment Plant for beneficial reuse. The AWPF utilizes three primary advanced treatment processes, micro filtration, reverse osmosis, and ultra violet/advanced oxidation process. Current customers are industrial and agricultural.

Per SWRCB regulations, the AWPF must have one (1) Chief Plant Operator with a minimum certification of a Grade IV Water or Wastewater Certificate and at minimum one (1) Grade III Plant Operator available at all times.

Wastewater

The Oxnard Wastewater Treatment Plant (OWTP) is a regional Class V secondary treatment facility that treats approximately 19 million gallons of wastewater per day. Wastewater staff operate the facility 24 hours a day, year round. The treatment stages include: Preliminary Treatment; Primary Sedimentation; Secondary Biological Treatment; Equalization; Pumping; Anaerobic Digestion; Solids Processing; Cogeneration; and Emergency Backup Power.

Per state regulations The OWTP is required to employ a Grade V Chief Plant Operator, a Grade IV Plant Supervisor, and a Grade III certified operator on each shift. In addition, the OWTP must have sufficient Grade I/II certified operators to meet NPDES permit requirements at all times.

It is imperative that a backup staffing plan be in place for all shifts in the event of a catastrophe, pandemic, or unexpected emergency. Operational Technical Services, LLC will provide certified Grade I - Grade V operators should the OWTP exhaust all available staffing options.

DISCUSSION

On January 28, 2021, the Purchasing Department on behalf of the Water and Wastewater Divisions, published Request for Qualification PW 21-52 for on-call operations support for Water, Recycled Water, and Wastewater. The solicitation sought to gain on-call emergency utility operations staffing for the Water and Wastewater Divisions. The evaluation panel consisted of the following: Water Division Manager, Water Operations Manager, Wastewater Division Manager, and Wastewater Operations Manager. A total of three (3) firms submitted qualifications:

- Operational Technical Services, LLC (OTS)
- Sam Hill & Sons, Inc.
- Water Talent, LLC

Staff determined that OTS was the most qualified submitter to provide these on-call services. The COVID-19 pandemic and potential future pandemics pose a great threat to the ongoing operations of the Water and Wastewater Divisions. During a viral outbreak, exposed staff have to be removed from their shift schedules while they quarantine. This leads to a temporary shortage of shift coverage and potential violation of permit requirements. As a result, a back-up on-call staffing plan was solicited where the City can utilize certified operators who are available on an as-needed basis. This on-call agreement will not be replacing or taking extra shift opportunities from established full-time employees. Furthermore, staff has confirmed that OTS 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 supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The cost for this Agreement with Operational Technical Services, LLC shall not exceed $400,000 for a three-year term for on-call services which will be on a task order basis. This agreement will be funded from the Recycled Water and Water Fund (601) and Wastewater Operating Fund (621). The spending plan of $135,000 is included in the FY 2021-22 Proposed Budget. The remaining balances will be requested in subsequent fiscal years.

OTS Spending Plan				
Division/Account	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Water 601-6010-842-82-09	$45,000	$45,000	$45,000	$135,000
Recycled Water 601-6012-842-82-09	$35,000	$35,000	$35,000	$105,000
Wastewater 621-6202-842-82-09	$55,000	$55,000	$50,000	$160,000

Prepared by: Omar Castro, Water Division Manager, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Operational Technical Services LLC - A-8335
2. Presentation

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 20, 2021

(2) Vendor: Operational Technical Services LLC

(3) Services: On Call Operational Support Services for the Water, Wastewater and Recycled Water Facilities

(4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above

(5) Agreement Ending Date: July 19, 2024

(6) Total Agreement Amount: $400,000

(7) City's Project Manager: Omar Castro, Water Division Manager

(8) Vendor's Project Manager: David S. Sibelman, Chief Operations Officer

(9) Insurance Coverage: INS-A

(10) What wages are required for this Project?

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

(11) Addresses for Notice:

FOR VENDOR:

10250 Constellation Boulevard, Unit 03-115
Los Angeles, CA 90067
Attn: David Sibelman,

Chief Operations Officer

FOR CITY:

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Omar Castro, Water Division Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

david@ots.com

CITY'S PROJECT MANAGER:

omar.castro@oxnard.org

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

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

AGREEMENT FOR TRADE SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

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

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

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

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

18. Confidentiality of Information.

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

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

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

and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

ATTEST:

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

APPROVED AS TO FORM:

for 5-11-21
Stephen M. Fischer, City Attorney (always required) Date

OPERATIONAL TECHNICAL SERVICES LLC

05/13/21
David S. Sibelman, COO, [2] Date

5/13/21
Shahnaz Levyjin, President/CEO 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.

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
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APPROVED AS TO FORM:

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

OPERATIONAL TECHNICAL SERVICES LLC

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- 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.

LIVING WAGE POLICY EXHIBIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 1

Living Wage Policy

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

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

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

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

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

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

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

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

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

SCOPE OF SERVICES EXHIBIT

The purpose of this Contract is for the City to have the ability to fill unanticipated staffing needs in short notice as a result of sudden loss of staff due to illness, injury, or other events that may limit existing operators' ability to be present at treatment facilities. In addition, temporary staffing support may be special short-term projects where temporary contract operators will support existing operations staff. This contract shall not include long-term assignments or permanently replace existing operators. The Division Manager or Operations Manager for the respective Divisions shall be responsible for requesting contract operators through this contract.

Selected contractors shall guarantee that operators will be available to report to duty within 48-hours of the initial request for support. Qualifications and experience of proposed certified operators shall be submitted to Oxnard for review and approval as soon after initial contact as possible. Oxnard will approve proposed certified operators prior to starting an assignment.

Task 1.0 – Project Management
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
- Monthly billing and related documentation

Task 2.0 – Water, Wastewater, and Recycled Water Operations
Provide as needed certified operations support services for the City's water, wastewater, and recycled water facilities. The operational classifications are as follows:

- Water treatment: T1 to T5 issued by the California Department of Drinking Water
- Water distribution: D1 to D5 issued by the California Department of Drinking Water
- Wastewater treatment: Grade 1 to Grade 5 issued by the California State Water Resources Control Board
- Recycled water treatment and indirect potable reuse: Grade 3 to Grade 5 Advanced Water Treatment Operator (AWTO) certification issued by American Water Works Association (AWWA) and California Water Environment Association (CWEA)

The operational services may include, but not be limited to:

- Daily drinking water, wastewater, recycled water treatment and direct potable reuse operations for all unit processes identified above
- Ability to provide operations support Monday through Sunday. Possible shift coverage includes:
    a. 7:00 am- 3:30pm
    b. 3:00pm- 11:30pm
    c. 11:00pm- 7:30am
- Ensure compliance with applicable permits and regulations
    a. Title 17 & Title 22 Drinking Water Regulations
    b. Wastewater Permit Order R4-2018-0140; NPDES No. CA0054097
    c. Title 22 Recycled Water Regulations
    d. AWPF ORDER R4-2020-0051
- Data collection and documentation
- Report development
- Operational evaluation and troubleshooting
- Daily maintenance functions
- Water quality sampling
- Process control operations

Use of City SCADA system for process control

CONSULTANT REQUIREMENTS

a) Consultant(s) shall meet the following requirements:

i. Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.

ii. Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

RATES AND COSTS EXHIBIT

POSITIONS	LOCAL HOURLY RATE	TRAVEL HOURLY RATE (if over 30 miles from facility)
WW Operations Manager	$117.00	$140.69
Wastewater Collections Supervisor	$100.00	$123.69
Sr. Wastewater Collections Operator	$65.00	$88.69
Wastewater Collect Operator I	$60.00	$83.69
Wastewater Collect Operator II	$55.00	$78.69
Sr. Wastewater Operator	$71.00	$94.69
Wastewater Operator III	$67.00	$90.69
Wastewater Operator II	$62.00	$85.69
Wastewater Operator I	$58.00	$81.69
Sr. Water Distribution Operator	$68.00	$91.69
Water Distribution II	$63.00	$86.69
Water Distribution I	$55.00	$78.69
Sr. Advanced Water Treatment Operator	$100.00	$123.69
Sr. Water Treatment Operator	$92.00	$115.69
Water Treatment Operator III	$78.00	$101.69
Water Treatment Operator II	$62.00	$85.69
Water Treatment Operator I	$58.00	$81.69

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

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

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

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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 A-8335 FOR ON-CALL PROCESS SUPPORT FOR WATER, RECYCLED WATER, AND WASTEWATER DIVISIONS

Public Works and Transportation Committee
June 22, 2021

Omar Castro, Water Division Manager
Jan Hauser, Wastewater Division Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8335 with Operational Technical Services, LLC, (OTS) in the amount not to exceed $400,000 for a three-year term ending July 20, 2024, for on-call operational support services to Water, Recycled Water and Wastewater Divisions.

BACKGROUND - WATER

- The City of Oxnard Water Division is classified as Distribution IV and Treatment IV system by the State Water Resource Control Board (SWRCB).
    - Delivers over 20 million gallons per day of safe and reliable potable water supply to Oxnard customers.
    - The City water system includes 10 water wells, five (5) turnouts from the United Water Conservation District's Oxnard-Hueneme Pipeline system, one (1) turnout from the Calleguas Municipal Water District's water system, one (1) desalter facility, six (6) blending stations, and over 500 miles of transmission and distribution pipelines.

BACKGROUND - WATER

- Per SWRCB regulations, the Water Division must have at minimum:
  - One (1) Grade IV or higher Chief Treatment Operator available at all times
  - One (1) Grade III Water Treatment Operator as shift operator and available at all times
  - One (1) Grade IV Chief Distribution Operator available at all times
  - One (1) Grade III Distribution Shift Operator (or higher) available at all times
  - Sufficient staff of Grade I/II/III operators
- Operational Technical Services, LLC will provide certified Grade I - Grade V water operators should the Water Division exhaust all available staffing options

BACKGROUND - RECYCLED WATER

- The Oxnard Advanced Water Purification Facility (AWPF) is classified as a class IV water/wastewater plant that: treats secondary effluent from Oxnard's Wastewater Treatment Plant for beneficial reuse.

- The AWPF utilizes three primary advanced treatment processes
    1. Micro Filtration
    2. Reverse Osmosis
    3. Ultra Violet/Advanced Oxidation Process

- Per SWRCB regulations, the AWPF must have:
    - One (1) Chief Plant Operator with a minimum certification of a Grade IV Water or Wastewater Certificate
    - One (1) Grade III Plant Operator available at all times

- The AWPF is currently managed and operated by Water and Wastewater Staff

BACKGROUND - WASTEWATER

- The Oxnard Wastewater Treatment Plant (OWTP) is a regional Class V secondary treatment facility that:
  - Treats approximately 19 million gallons of wastewater per day
  - Operates 24 hours a day, 365 days a year
- Includes the following major treatment facilities:
  - Preliminary Treatment
  - Primary Sedimentation
  - Secondary Biological Treatment
  - Equalization
  - Pumping
  - Anaerobic Digestion
  - Solids Processing
  - Cogeneration
  - Back-up Power

BACKGROUND - WASTEWATER

- Per State regulations, the OWTP must have at minimum:
  - One (1) Grade V Chief Plant Operator
  - One (1) Grade IV Plant Supervisor
  - One (1) Grade III Operator (or higher) on site at all times
  - Sufficient staff of Grade I/II operators
- Operational Technical Services, LLC will provide certified Grade I - Grade V wastewater operators should the OWTP exhaust all available staffing options

DISCUSSION

- The COVID-19 pandemic and potential future pandemics pose a great threat to the ongoing operations of the Water and Wastewater Divisions.

- During a viral outbreak, exposed staff have to be removed from their shift schedules while they quarantine

  - Leads to a temporary shortage of shift coverage
  - Potential for permit violations

- Solution: Certified operator service available on an as-needed basis

- On-Call agreement will not be replacing or taking extra shift opportunities from established full-time employees

DISCUSSION

- January 28, 2021, Purchasing Department published Request for Qualification PW 21-52 for On-Call Operations Support for Water, Wastewater, and Recycled Water.

- Evaluation panel consisted of:
  - Water Division Manager/ Water Operations Manager
  - Wastewater Division Manager/ Wastewater Operations Manager

- Three (3) firms submitted qualifications:
  - Operational Technical Services, LLC
  - Sam Hill & Sons, Inc.
  - Water Talent, LLC

- Operational Technical Services was deemed the most qualified submitter

FINANCIAL IMPACT

- The cost for this three (3) year Agreement with Operational Technical Services, LLC is $400,000
- Usage of the on-call services will be on a task order basis
- Balances will be requested in subsequent fiscal years

OTS Spending Plan				
Division/ Account	FY 2021-22	FY 2022-23	FY 2023-24	**TOTAL**
Water 601-6010-842-8209	$45,000	$45,000	$45,000	**$135,000**
Recycled Water 601-6012-842-8209	$35,000	$35,000	$35,000	**$105,000**
Wastewater 621-6202-842-	$55,000	$55,000	$50,000	**$160,000**

CITY OF
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QUESTIONS