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
September 14, 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

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the June 22, 2021 and July 13, 2021 regular meetings as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. City Manager Department

SUBJECT: Presentation from Gold Coast Transit Planner Margaret Schoep on Transit Service Improvements Planned for South Oxnard. (10/10/10)

RECOMMENDATION: That the Public Works and Transportation Committee receive a report and provide comments and feedback.
(Presentation will be live upon consultant's request).

Contact: Alexander Nguyen, (805) 385-7430

2. Public Works Department

SUBJECT: Agreement A-8369 with Holloway Environmental Solutions, LLC for Biosolids Hauling and Disposal Services. (0/5/5)
Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/S_niZ5WvzeY

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8369 with Holloway Environmental Solutions, LLC, in the amount not to exceed $5,000,000 for a three-year term ending October 31, 2024, for Biosolids Hauling and Disposal Services for the Wastewater Division.

Contact: Brian Yanez, (805) 200-5412

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**CONSENT AGENDA**
**AGENDA ITEM NO. C.1**

**DATE:** September 14, 2021

**TO:** Public Works & Transportation Committee

**FROM:** Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

**SUBJECT:** Approval of Minutes.

## RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the June 22, 2021 and July 13, 2021 regular meetings as presented.

## BACKGROUND

That the Public Works & Transportation Committee approve the meeting minutes as presented.

## STRATEGIC PRIORITIES

This agenda item is a routine operational item.

## FINANCIAL IMPACT

There is no financial impact.

## COMMITTEE OUTCOME

*Prepared by: Rose Chaparro, City Clerk*

## ATTACHMENTS

1. MINUTES 06 22 2021 Public Works & Transportation Committee
2. MINUTES 07 13 2021 Public Works & Transportation Committee

M I N U T E S
OXNARD CITY COUNCIL
PUBLIC WORKS & TRANSPORTATION COMMITTEE
Regular Meeting
JUNE 22, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Perello and Member Vianey Lopez were present via videoconference. Member John C. 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, Interim Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, City Engineer; Badaoui Mouderres, Technical Services & Water Quality Manager; and Jan Hauser, Wastewater Division Manager.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Alicia Percell (Reduction of Utility Rates, per court ruling by the deadline set by judge). Written comments were received from Vickie Bowker (Southbank Park – 2610 Woodside Place).

C. CONSENT AGENDA

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.

The committee requested that the meeting minutes be brought back to the next meeting with revisions for approval.

D. REPORTS

1. Public Works Department

SUBJECT: Amendments to On-Call Professional Services Agreements.

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.

Tatiana Arnaout, Senior Civil Engineer, answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

2. Public Works Department

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

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.

Badaoui Mouderres, Technical Services & Water Quality Manager, answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

3. Public Works Department
SUBJECT: Operational Technical Services, LLC, Agreement A-8335 for On-Call Operations Support for Water, Recycled Water and Wastewater.

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.

Jan Hauser, Wastewater Division Manager, answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

E. ITEMS FOR FUTURE AGENDAS

Chair Perello requested an update report on the water pressure for fire hydrants located in various areas of the City.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:12 p.m.

ROSE CHAPARRO
City Clerk

BERT E. PERELLO
Chair

# MINUTES
# OXNARD CITY COUNCIL
# PUBLIC WORKS & TRANSPORTATION COMMITTEE
## Regular Meeting
## JULY 13, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

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

Staff members present were Ashley Golden, Assistant City Manager; Paul Early, Assistant City Attorney; Terrel Harrison, Cultural & Community Services Director; and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Shiri Klima, Deputy City Manager; Adam Smith, Project Manager; Alexander Hamilton, Fire Chief; Denise Shadinger, Assistant Chief of Police; Brian Yanez, Acting Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, City Engineer; Jan Hauser, Wastewater Division Manager; Ray Trevino, Wastewater Collections Manager; Vyto Adomaitis, Community Development Director; Raja Bamrungpong, Interim IT Director; Kevin Riper, Chief Financial Officer; and Eden Alomeri, Billing & Licensing Director.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments were received. Written comments were received from Craig Rosen, Ventura County Arts Council, Director of Development ( Supporting ARP Funds); Roger Poirier (D.4); Robert Park (American Rescue Plan Act); and Steven Nash (D.4).

C. CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of February 23, 2021; March 9, 2021; March 23, 2021; and April 13, 2021 regular meetings as presented.

*It was moved by Member Zaragoza, seconded by Member Lopez*, to approve the meeting minutes as presented. Lopez, Zaragoza, and Perello voted in favor; the motion carried 3-0.

D. REPORTS

1. City Manager Department

SUBJECT: Sale of the Oxnard Historic Farm Park.

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

1. Conduct a public hearing and consider the Summary Report prepared pursuant to California Government Code section 52201;
2. Adopt a resolution and approve Purchase and Sale Agreement No. A-8295 between the City of Oxnard (City) and the Oxnard Historic Farm Park Foundation (Foundation) for the sale of the Gottfried Maulhardt/Albert Pfeiler Farm Site (Farm Park); and
3. Approve the attached Budget Appropriation recognizing the revenue from the sale of the Farm Park.

Ashley Golden, Assistant City Manager and Adam Smith, Project Manager answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

*It was moved by Member Zaragoza, seconded by Member Lopez,* to approve the recommended action with the added language to the agreement that the foundation seeks a State of California historic landmark status, as presented. VOTE: Zaragoza, Perello, and Lopez voted in favor; the motion carried 3-0.

2. Public Works Department

SUBJECT: Approval of Purchase Order #8164 with VAC-CON, Inc., for a New Sewer Cleaning Vehicle.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Order #8164 with VAC-CON, Inc. for the purchase of a new VAC-CON sewer cleaning combination truck, model VPD4211HE/1300, mounted on a Freightliner 114SD truck chassis in the amount of $558,637.71.

Brian Yanez, Acting Public Works Director and Ray Trevino, Wastewater Collections Manager answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

*It was moved by Member Zaragoza, seconded by Member 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: Approval of an LS-1 Option E Agreement A-8356 with Southern California Edison to Replace High Pressure Sodium Vapor Street Lights with Light Emitting Diode Street Lights Citywide.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the LS-1 Option E Agreement A-8356 with Southern California Edison (SCE), for a term of 20 years, to replace SCE owned street lights from High Pressure Sodium Vapor (HPSV) to Light

Emitting Diode (LED) with no out-of-pocket cost to the City.

Brian Yanez, Acting Public Works Director, answered the Committee's questions. No public comments were received. 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, Lopez, and Zaragoza and voted in favor; the motion carried 3-0.

4. City Manager Department
SUBJECT: Preliminary American Rescue Plan Act Investment Ideas.

RECOMMENDATION: That the Public Works and Transportation Committee begins the discussion about American Rescue Plan Act (ARPA) preliminary investment ideas and forward discussion outcomes to the City Council for further deliberations.

Ashley Golden, Assistant City Manager; Adam Smith, Project Manager; and Paul Early, Assistant City Attorney answered the Committee's questions. Public comments were received from Armando Delgado and Alicia Percell. Written comments were received from Roger Poirier, Robert Park, and Steven Nash. 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: Zaragoza, Lopez, and Perello voted in favor; the motion carried 3-0.

## E. ITEMS FOR FUTURE AGENDAS

Chair Perello made a request that staff repair the irrigation systems and ensure that they are in working condition throughout the City.

## F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:42 p.m.

| | |
|---|---|
| ROSE CHAPARRO<br>City Clerk | BERT E. PERELLO<br>Chair |

CITY OF OXNARD CALIFORNIA

**PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT**

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

**DATE:** September 14, 2021

**TO:** Public Works and Transportation Committee

**FROM:** Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

**SUBJECT:** Presentation from Gold Coast Transit Planner Margaret Schoep on Transit Service Improvements Planned for South Oxnard. (10/10/10)

## RECOMMENDATION

That the Public Works and Transportation Committee receive a report and provide comments and feedback. (Presentation will be live upon consultant's request).

## BACKGROUND

Gold Coast Transit District (GCTD), which provides public fixed-route and paratransit service in the cities of Ojai, Oxnard, Port Hueneme, Ventura, and the unincorporated areas of Ventura County, is planning a new type of service that would allow passengers to make trips within parts of the Cal-Gisler, Diamond Bar, Five Points Northeast, and Lemonwood Eastmont neighborhoods of South Oxnard, allowing residents to travel to different destinations throughout these neighborhoods with greater ease. This service would also connect to the Centerpoint Mall and the Oxnard Transit Center for travel to other parts of the City and County, using transportation from the Ventura County Transportation Commission, Greyhound, Metrolink, and Amtrak services. Passengers would schedule in advance or request service within 30 minutes of departure by calling for service or using an application on their phone.

GCTD is seeking community input to assist in final design planning through a resident survey (Attachment 1) from now throughout the fall. The responses to this survey will help GCTD staff plan a service that is more likely to meet the needs of the South Oxnard community.

Questions about this upcoming service and survey can be directed to:

Margaret Schoep, Gold Coast Transit District
(805) 483-3959 ext 120
mschoep@gctd.org

## 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.

This agenda item supports the Quality of Life strategy.  The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

**FINANCIAL IMPACT**

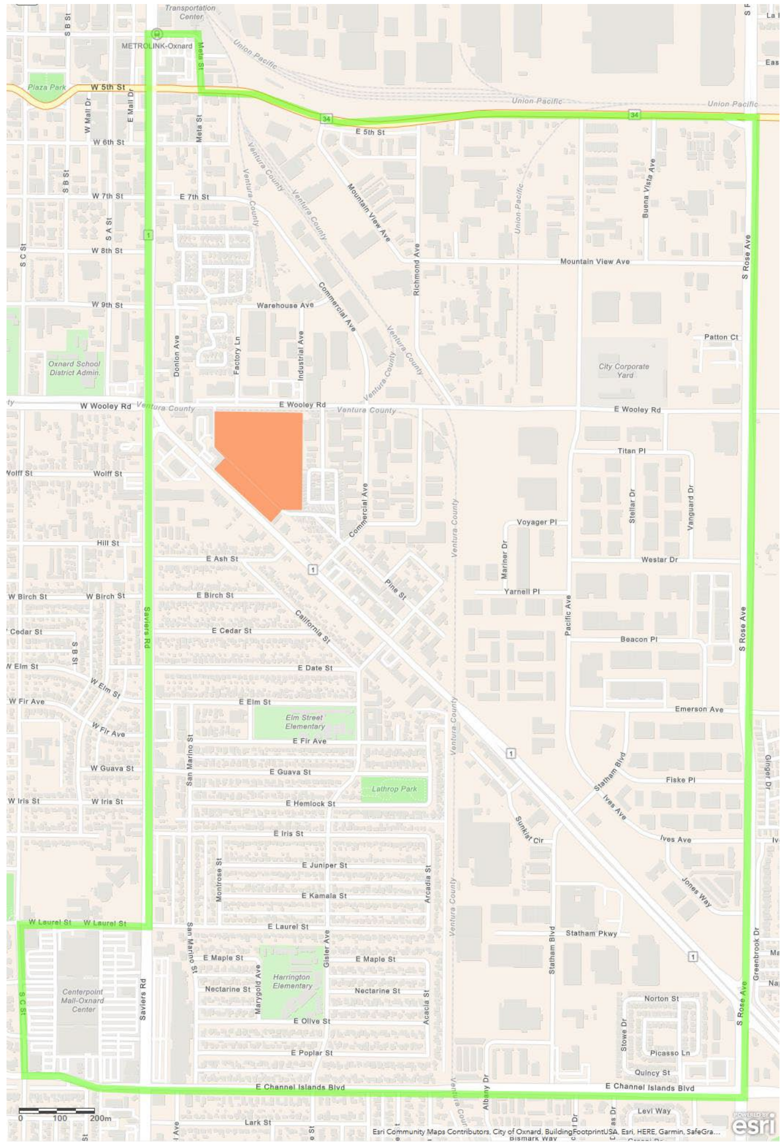
There is no financial impact.

*Prepared by: Adam Smith, Project Manager*

**ATTACHMENTS**
1. Gold Coast Microtransit Survey with Link
2. GOnow Microtransit PPT INCO September 2021

# MICROTRANSIT SURVEY

Gold Coast Transit District is planning a new type of service that will allow passengers to make trips within the area of the City of Oxnard marked on the map. (Conceptual map)




Passengers would be able to schedule or request on-demand curb-to-curb rides by phone or using an app.

**Your responses to this survey will help us plan this service so that it meets your needs and the needs of your community.**

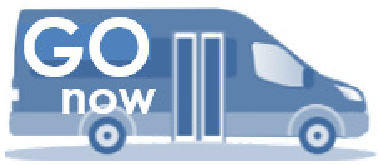
**Complete the survey by using the QR code or by using the link below.**

https://www.surveymonkey.com/r/FNKR6VZ

**Email Us Your Feedback at: planning@gctd.org**

# On-Demand Transit Comes to Oxnard

# MICRO-TRANSIT




September 13, 2021
Margaret Schoep,
Special Projects Planner

## What is Micro-Transit?

GO GOLDCOAST TRANSIT

### Microtransit Vehicle Examples

The type of vehicle varies based on the demand of the service area.


SmaRT Ride | Sacramento, CA
Cutaway Van

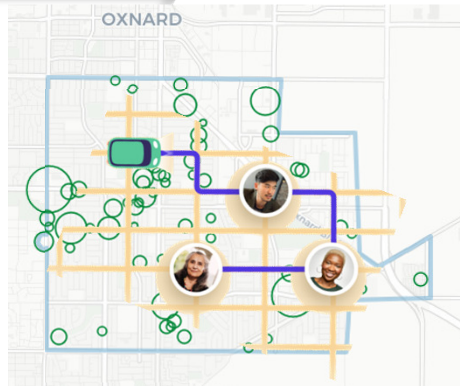
Ford GoRide | Detroit, MI
Passenger Van

Van
Van

On-demand shared ride services that are within a geo-fenced area using a smaller vehicle.

Uses real-time technology to exchange booking information to optimize resources.

## Why Micro-Transit?




Flexibility and technology may lead to a more effective use of resources in an area where demand for service may be geographically spread and/unpredictable.

## CA Clean Energy Grant

**Proposed Project:**
**Electric Micro-Transit Service**
**Improve Access to transportation by:**

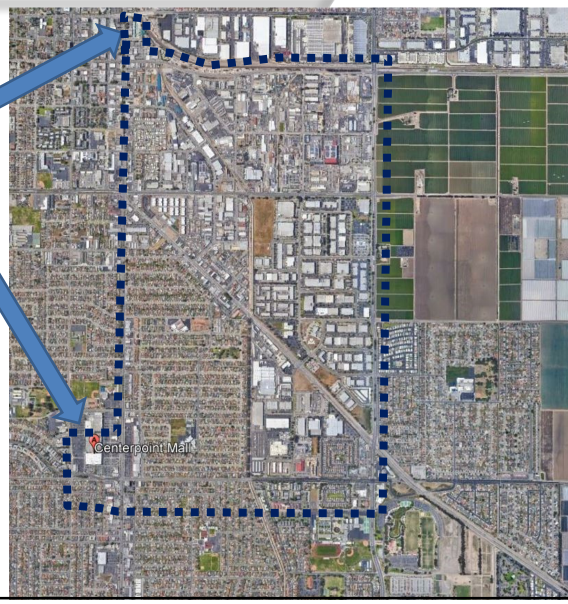
- **Including both transit centers - OTC / CTC.**
- **Using smaller vehicle(s). Area streets challenging for a fixed route 40' bus.**
- **Connecting destinations within the Downtown, Cal/Gisler, 5 Points, Centerpoint Mall, Industrial Area, possibly other adjoining areas.**

*Grant Awarded!*

# CA Clean Energy Grant

GOLDCOAST TRANSIT

**Proposed Project: Electric Micro-Transit Service**




# Micro-Transit at GCTD

GOLDCOAST TRANSIT electric


- Fall 2019: Peer/Industry Review of Concepts
- Spring 2020: Service Concept Simulation by Software Vendor
- Fall 2020: CA Clean Energy Grant Opportunity
- Spring 2021: Grant Award
- Summer 2021: **Seek Resident/ City / BOD Stakeholder Input on Project** ✓
- Fall 2021: Finalize Project Policies, etc.
- Early 2022: Implementation
- Early 2024: Operation Evaluation

## How Should Service Work?

GO GOLDCOAST TRANSIT

**Policies Still In Development (Need Stakeholder Input)**

**NEED INPUT FROM RESIDENTS/NEIGHBORS**

- ✓ Hours/Days of Service
- ✓ Fares $ (Payment Methods)
- ✓ On-Demand Response Time (15, 20, 30 minutes)
- ✓ Identify potential street/pick-up location issues:
  - ✓ Virtual Stops – All or Some?
  - ✓ Curb-to-Curb Service – Where?
- ✓ Are Lemonwood residents interested in this service?
- ✓ Other potential concerns residents may have

## Next Steps

GO GOLDCOAST TRANSIT

- *April*: Notified of Clean Energy Grant Award April 14, 2021
- *Summer 2021*: PO Issued for Vehicle ✓
- *Summer/ Fall 2021*: Seek residents' input: Service Design/Needs
- *Fall 2021*: Seek City of Oxnard/BOD input: Policies
- *Fall/ Winter 2021*: Finalize Project Policies, etc.
- *Early 2021*: Finalize Marketing
- *Spring 2022*: Take Delivery of EV; Start Service!

Questions?
Input Welcome!
mschoep@gctd.org

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

**DATE:** September 14, 2021

**TO:** Public Works and Transportation Committee

**FROM:** Brian Yanez, Acting Public Works Director, (805) 200-5412, brian.yanez@oxnard.org

**SUBJECT:** Agreement A-8369 with Holloway Environmental Solutions, LLC for Biosolids Hauling and Disposal Services. (0/5/5)
Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/S_niZ5WvzeY

## RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8369 with Holloway Environmental Solutions, LLC, in the amount not to exceed $5,000,000 for a three-year term ending October 31, 2024, for Biosolids Hauling and Disposal Services for the Wastewater Division.

## BACKGROUND

As a result of the wastewater treatment process, biosolids are generated, which are the organic material remnants after wastewater is treated. Biosolids are collected at the Oxnard Wastewater Treatment Plant (OWTP) primary clarifiers and secondary sedimentation tanks where they are processed by digesters. Digested solids are then dewatered using belt filter presses, loaded onto trailers, and transported to a disposal site by a third party contractor, where the City is charged based on trailer tonnage. The OWTP produces approximately 80 wet tons of Class B biosolids per day, which contain the minimum level of pathogen reduction for land application and surface disposal and must be managed at sites with little public contact.

## DISCUSSION

On June 28, 2021, the Purchasing Department released Request for Bid (RFB) PW 21-93 for Biosolids Hauling and Disposal Services. The bid was posted to publicpurchase.com, dodge analytics, as well as the Oxnard website. Bids closed on July 22, 2021 and a total of three (3) responsive bids were received.

| Vendor | Disposal Site | Price/ Ton Year 1 | Price/ Ton Year 2 | Price/ Ton Year 3 |
|---|---|---|---|---|
| Holloway Environmental Solutions, LLC | 14045 Holloway Road, Lost Hills, CA | $48.00 | $49.00 | $50.00 |
| Liberty Composting, Inc. | 12421 Holloway Road, Lost Hills, CA | $61.12 | $61.12 | $61.12 |
| Synagro West, LLC | 14479 Cougar Road, | $61.75 | $63.60 | $65.51 |

| | | | | |
|---|---|---|---|---|
| | Helendale, CA | | | |

Holloway Environmental Solutions, LLC (Holloway) was deemed the lowest responsive bidder by the Purchasing Department. Prices are based on a per tonnage basis and are subject to a fuel price adjustment. A fuel price adjustment will be applied to the base price in the form of a discount or a surcharge in event that the monthly average fuel price fluctuates 10% from the reference price of $3.70 per gallon. Fuel discount/ surcharge will be $0.02 for every $0.01 under/over the price threshold.

The Holloway disposal site is a Class III non-hazardous industrial waste landfill facility. The site operates under an approved Conditional Use Permit, Waste Discharge Requirements Order No. 97-078, and a Solid Waste Facility Permit (SWIS 15-AA-0308-010-A) issued by the Kern County Environmental Health Services Division. This permit grants Holloway permission to backfill 331 acres of open pits and land depressions that were created by a gypsum mining operation.

Holloway has provided satisfactory biosolids hauling and disposal services to the Wastewater Division for the last three (3) years and has agreed to the terms of the contract which will require them to:

- Maintain certified scales at the disposal site
- Ensure trailer loads meet weight and distribution requirements
- Ensure trailers are clean and odor free
- Ensure trailers roadworthy and free of leaks
- Maintain all necessary regulatory permits
- Provide emergency response plan for spills
- Adhere to the City's biosolids hauling schedule

Holloway 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 three-year agreement with Holloway for biosolids hauling and disposal services for the Wastewater Division shall not exceed $5,000,000, with an estimated spending plan of $1,500,000 in Fiscal Year 2021-22. This agreement will be funded with existing appropriations from the Wastewater Operating Fund 621 (account 621-6202-844-8268). The remaining contract balance will be requested in subsequent fiscal years.

| **Biosolids Hauling Spending Plan** | | | | |
|---|---|---|---|---|
| **Division** | **FY 21-22** | **FY 22-23** | **FY 23-24** | **TOTAL** |
| Wastewater Operations | $1,500,000 | $1,700,000 | $1,800,000 | $5,000,000 |

*Prepared by: Jan Hauser, Wastewater Division Manager*

**ATTACHMENTS**

1. Biosolids Agreement A-8369
2. Biosolids Hauling Presentation

**AGREEMENT FOR TRADE SERVICES**
COVER PAGE

(1) Agreement Start Date: November 1, 2021

(2) Vendor: Holloway Environmental Solutions, LLC

(3) Services: Biosolids hauling from Oxnard Wastewater Treatment Plant to Holloway landfills in Lost Hills, Kern County, CA.

(4) Schedule of Services: See Schedule of Services Exhibit

(5) Agreement Ending Date: October 31, 2024

(6) Total Agreement Amount: $5,000,000.00

(7) City's Project Manager: Roberto Fuentes

(8) Vendor's Project Manager: Jeff Rogers

(9) Insurance Coverage: INS-B

(10) What wages are required for this Project?

☑ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are <u>not</u> incorporated and are <u>not</u> required.

(11) Addresses for Notice:

| *FOR VENDOR:* | *FOR CITY:* |
|---|---|
| Holloway Environmental Solutions, LLC<br>Attn: Jeff Rogers<br>2019 Westwind Dr. Suite B<br>Bakersfield, CA 93301 | City of Oxnard<br>Attn: Roberto Fuentes<br>305 W. Third St., 3rd Floor<br>Oxnard, CA 93030 |

(12) Contact Emails:

| *VENDOR'S PROJECT MANAGER:* | *CITY'S PROJECT MANAGER:* |
|---|---|
| Jeff.rogers@hmholloway.com | Roberto.fuentes@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 | ☑ Living Wage Policy Exhibit |
| ☑ Rates and Costs Exhibit | ☐ Prevailing Wages Exhibit |
| ☑ Schedule of Services Exhibit | ☑ Insurance Exhibit (INS-B) |

# 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. <u>Nondiscriminatory Employment</u>. 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. <u>Vendor's Representations</u>. 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. <u>Compliance with Laws</u>. 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. <u>Conflict of Interest</u>. 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** | | **HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC** | |
|---|---|---|---|
| ☑ John C. Zaragoza, Mayor[1]<br>☐ Alexander Nguyen, City Manager<br>☐ Daniel Willhite, Purchasing Manager<br>☐ , Buyer | Date | Brian E. Maxted, CEO[2] | Date |
| | | Dan Allen, COO | Date |

ATTEST:

| | |
|---|---|
| Rose Chaparro, City Clerk<br>(only if Mayor signs) | Date |

APPROVED AS TO FORM:

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

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

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

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

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

## SCOPE OF SERVICES EXHIBIT

Contractor shall provide transport and disposal services of Class B biosolids from the Oxnard WastewaterTreatment Plant (OWTP) to a legally permitted disposal or beneficial reuse site in compliance with 40 CFR Part 503 and any other applicable federal, state, or local regulations.
Contractor shall satisfy the following operational conditions:

1. Contractor shall follow the baseline schedule as set forth in attachment (A) for the transport of biosolids. Scheduled hauling shall occur Monday through Saturday, and Sunday if requested by the City.The schedule may be changed by either party through a mutually agreeable modification. Contractor shall abide by all laws, regulations, safety rules and practices at the OWTP and disposal site.

2. No loaded biosolids trailer shall remain at the OWTP site longer than forty eight (48) hours, without approval from the City. City shall be responsible for loading and shuttling biosolids trailers to andfrom the OWTP loading area.

3. The City requires that the Contractor use certified scales at the disposal site to accurately account for all biosolids delivered from the OWTP to the disposal site. Contractor shall provide annualscale certification to the City. Weight slips for each trailer load shall be submitted with the monthly Invoice. Monthly invoices shall include a spreadsheet indicating daily certified weight from each trailer.

4. City will load all biosolids into Contractor supplied trailers for transportation by Contractor todisposal site. The transportation services shall comply with the following provisions:

    a. Contractor shall comply with all traffic scheduling, routing, health and safety rules, and regulations governing traffic to and from the OWTP.

    b. Contractor shall ensure that materials from other sources do not contaminate or mix with OWTP generated biosolids.

    c. Contractor shall ensure clean and odor-free empty trailers are provided for biosolids hauling.

    d. Loaded biosolids shall become the property of the Contractor immediately upon the Contractor taking possession of the biosolids. Possession shall be defined as contractor connecting a loaded biosolids trailer to contractors transport vehicle.

    e. Contractor shall supply an adequate number of trailers to transport biosolids from the OWTP to the disposal site. No fewer than two (2) trailers will be available on-site at the OWTP at all times to accommodate the City's solids dewatering schedule. The trailers shall have capacity for a minimum of 22 tons and shall meet all California vehicle code requirements for weight and load distribution when normally filled. City will attempt to load the trailers reasonably close to, but not over, the capacity of the trailers. Trailers shall be free of any biosolids on the exterior, tightly covered, and watertight to prevent dripping and spilling during transportation.

    f. Contractor shall inspect each trailer for roadworthiness prior to leaving the OWTP site as requiredby California Vehicle code and shall correct any safety problems before transporting biosolids. All traffic citations or citations for violations of health and safety regulations by law enforcement or regulatoryagencies shall be the responsibility of the Contractor.

    g. It shall be the responsibility of the Contractor to assure that each transported load meets weightand load distribution requirements before transport. If any load does not meet these requirements, Contractor will notify the City's representative before moving the trailer outside the OWTP. City will coordinate the redistribution of weight as needed.

    h. Contractor shall ensure transport trailers do not leak hydraulic fluid or any other foreign substance. In the event that a leak does occur, Contractor shall be responsible for the cleanup.

5. Contractor's disposal site shall have and maintain necessary environmental and regulatory permits and shall remain in good standing with the Environmental Protection Agency, State of California,and local agencies that regulate its activities.

6. All related operational permits for disposal or reuse of Class B biosolids at the disposal site shallbe kept current. Contractor shall provide this information to the City when requested.

7. The City shall be copied on annual operations reports sent by the Contractor to the Environmental Protection Agency, the State, the Regional Water Quality Control Board, and localagencies.

8. Contractor shall provide a copy of their emergency response plan for spills and other contingencies.

**RATES AND COSTS EXHIBIT**

| Transport and disposal services of Class B biosolids | Estimated daily wet tons | Unit Price (per ton) | Daily Price |
|---|---|---|---|
| Rate for November 1st, 2021 – October 31st,2022 | 80 | $ 48.00 | $ 3,840.00 |
| Rate for November 1st, 2022 – October 31st, 2023 | 80 | $ 49.00 | $ 3,920.00 |
| Rate for November 1st, 2023- October 31st, 2024 | 80 | $ 50.00 | $ 4,000.00 |

**Request Fuel Service Charge:**
To account for fluctuations of retail diesel prices, Proposers shall include a Fuel Price Adjustment (FPA) in the Cost Proposal and during any contracts resulting from this RFP. The following FPA formula shall be calculated monthly and applied to the Base Cost:

The "Retail fuel price" for the purposes of this formula is the monthly average of all weekly diesel fuel prices ($/gallon) published by the U.S. Department of Energy, in the Energy Information Administration (EIA) Retail On-Highway Diesel Price Index for California. These values are available at http://www.eia.gov.
For the purpose of the FPA calculation, a nominal value of 25 WT/trip is used. The "Reference Price" will be set at plus or minus 10% of the current retail price at the time of contract award. No FPA shall apply if the retail fuel priceis within 10% of the price at contract award.
Holloway staff will work with City staff to ensure the fuel surcharge is calculated accurately for each billing period.

A Fuel Price Adjust (FPA) in the form of a surcharge or discount will be made to the ***base*** fee in dollars per wetton on a monthly basis as described in the formulas show below . The FPA will not apply during periods when the monthly average of all weekly diesel fuel prices supplied by the US Depaitment of Energy in the Energy Information Administration (EIA) California Retail on-Highway Diesel Price Index for a given month within 10% of $3.70 per gallon, or between $3.33 and $4.07 per gallon.

**Example (For illustrative purposes only, numbers are purely examples)**
The Fuel Surcharge or discount shall be calculated as follows:

FPA = (Retail Fuel Price - Reference Price) x 330 miles/5.5 milers per gallon / 25 tons

Where:

Retail Fuel Price = Average of all weekly diesel fuel prices supplied by US DoE

Reference Price= $3.33 when Retail Fuel Price is below $3.33 per gallon

$4.07 when Retail Fuel is priced above $4.07 per gallon

<u>Example No. 1 - Fuel Surcharge</u>
Assume Fuel Price = **$4.50 per gallon**
FPA = [$4.50 - $4.07] x 232 miles/5.5 mpg/25tons= **$0.73** per wet ton
Total Fee = $41.00 + $0.73 = **$41.73** per wet ton

<u>Example No. 2 - Fuel Discount</u>
Assume Fuel Price = **$2.50 per gallon**
FPA = [$2.50 - $3.33] x 232 miles/5.5 mpg/25tons= **-$1.40** per wet tonTotal
Fee= $41.00 - $1.40 = **$39.60** per wet ton

ase *Fee =$41.00*

## SCHEDULE OF SERVICES EXHIBIT

### City of Oxnard Wastewater Treatment Plant Biosolids Hauling Schedule

The following schedule represents the time a biosolids trailer would need to be made available for loading. Trailer schedule is subject to change.

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|
| 06:00 AM | 06:00 AM | 06:00 AM | 06:00 AM | 06:00 AM | 06:00 AM | As Needed |
| 08:00 AM | 08:00 AM | 08:00 AM | 08:00 AM | 08:00 AM | 08:00 AM | As Needed |
| 10:00 AM | 10:00 AM | 10:00 AM | 10:00 AM | 10:00 AM | - | As Needed |
| 12:00 PM | 12:00 PM | 12:00 PM | 12:00 PM | 12:00 PM | - | As Needed |

## INSURANCE EXHIBIT- 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. _________________
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 and CG 2037).**

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

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the 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**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG. $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $ MED.<br>EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY $ (Per person)<br>BODILY INJURY $ (Per accident)<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER** | | | | |



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

| | |
|---|---|
| **CERTIFICATE HOLDER**<br><br>**CITY OF OXNARD**<br>**Attn: Insurance Compliance**<br>**Reference No._______**<br>**P.O. Box 100085 – OX**<br>**Duluth, GA 30096**<br>**Via Email: cityofoxnard@ebix.com**<br>**Via Fax: 678-259-1007** | **CANCELLATION**<br>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.~~<br><br>AUTHORIZED REPRESENTATIVE |

Rev. 2/18 INS-B.doc

| GENERAL LIABILITY SPECIAL ENDORSEMENT | FOR THE CITY OF OXNARD (the "City") | SUBMIT IN DUPLICATE<br>ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|---|---|
| PRODUCER<br>Telephone: | POLICY INFORMATION:<br>Insurance Company:<br>Policy No.:<br>Policy Period: (from) (to)<br>LOSS ADJUSTMENT EXPENSE □ Included in Limits □ In Addition to Limits | | |
| NAMED INSURED | □ Deductible □ Self-Insured Retention (check which) of $ ____ with an Aggregate of $__________ applies to ____ coverage. □ Per Occurrence □ Per Claim (which) | | |
| | APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here □ in which case only the following specific agreements and permits with the City are covered: | | |
| TYPE OF INSURANCE | CITY AGREEMENTS/PERMITS | | |

| GENERAL LIABILITY<br>□ COMMERCIAL GENERAL LIABILITY<br>□ COMPREHENSIVE GENERAL LIABILITY<br>□ OWNERS & CONTRACTORS PROTECTIVE | □ Claims Made<br>Retroactive Date __________<br>□ Occurrence | | OTHER PROVISIONS |
|---|---|---|---|
| COVERAGES | LIABILITY LIMITS IN THOUSANDS $ | | |
| | EACH OCCURRENCE | AGGREGATE | |
| □ GENERAL<br>□ PRODUCTS/COMPLETED OPERATIONS<br>□ PERSONAL & ADVERTISING INJURY<br>□ FIRE DAMAGE<br>□ __________<br>□ __________ | | | Underwriter=s representative for claims pursuant to this insurance.<br>**CLAIMS:**<br>Name: ____________<br>Address: ____________<br>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**<br>**Attn: Insurance Compliance**<br>**Reference No._______**<br>**P.O. Box 100085 – OX**<br>**Duluth, GA 30096**<br>**Via Email: cityofoxnard@ebix.com**<br>**Via Fax: 678-259-1007** | **AUTHORIZED REPRESENTATIVE**<br>□ Broker/Agent □ Underwriter □ __________<br>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.<br>Signature _____<br>*(original signature required)*<br>Telephone: ( ) Date Signed ___ |

<table>
<tr><td>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the “City”)</td><td colspan="2">SUBMIT IN DUPLICATE<br>ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY)</td></tr>
<tr><td rowspan="3">PRODUCER<br>Telephone:<br><br>NAMED INSURED</td><td colspan="2">POLICY INFORMATION:<br>Insurance Company:<br>Policy No.:<br>Policy Period: (from) (to)<br>LOSS ADJUSTMENT EXPENSE ☐ Included in Limits<br>☐ In Addition to Limits</td></tr>
<tr><td colspan="2">☐ Deductible☐ Self-Insured Retention (check which) of $ ________<br>with an Aggregate of $__________________________ applies to __<br>coverage. ☐ Per Occurrence ☐ Per Claim (which)</td></tr>
<tr><td colspan="2">APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:<br><br>CITY AGREEMENTS/PERMITS</td></tr>
<tr><td>TYPE OF INSURANCE<br>☐ COMMERCIAL AUTO POLICY<br>☐ BUSINESS AUTO POLICY<br>☐ OTHER</td><td colspan="2" rowspan="2">OTHER PROVISIONS<br><br>CLAIMS: Underwriter’s representative for claims pursuant to this insurance.<br>Name: ___________<br>Address:____<br><br>Telephone: (__________)__________</td></tr>
<tr><td>LIMIT OF LIABILITY<br><br>$ ____________________________________________ per accident, for bodily injury and property damage.</td></tr>
</table>



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, 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.

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.

<table>
<tr><td colspan="2">ENDORSEMENT HOLDER</td></tr>
<tr><td>CITY OF OXNARD<br>Attn: Insurance Compliance<br>Reference No._______<br>P.O. Box 100085 – OX<br>Duluth, GA 30096<br>Via Email: cityofoxnard@ebix.com<br>Via Fax: 678-259-1007</td><td>AUTHORIZED REPRESENTATIVE<br>☐ Broker/Agent ☐ Underwriter ☐ _________<br>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.<br>Signature ___<br>(original signature required)<br>Telephone: ( ) Date Signed _</td></tr>
</table>

**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.

# AGREEMENT WITH HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC, FOR BIOSOLIDS HAULING AND DISPOSAL SERVICES

Public Works and Transportation Committee
September 14, 2021

City Council
October 5, 2021

Roberto Fuentes
Wastewater Operations 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 Agreement A-8369 with Holloway Environmental Solutions, LLC, in the amount not to exceed $5,000,000 for a three-year term ending October 31, 2024, for Biosolids Hauling and Disposal Services for the Wastewater Division.

# RECOMMENDATION



FOR THE CITY COUNCIL:

That the City Council approve and authorize the Mayor to execute Agreement A-8369 with Holloway Environmental Solutions, LLC, in the amount not to exceed $5,000,000 for a three-year term ending October 31, 2024, for Biosolids Hauling and Disposal Services for the Wastewater Division.

# BACKGROUND



- Biosolids are the organic material generated as part of the wastewater treatment process
- Organic solids in raw wastewater are separated from the water through a series of processes and stabilized in digesters
- Digested solids are then dewatered using belt filter presses, loaded onto trailers, and transported to a disposal site by third party contractor
- The OWTP produces approximately 80 wet tons of class B biosolids per day

# BACKGROUND




Belt filter press dewatering biosolids


Trailer loading at OWTP

# DISCUSSION



- Purchasing Department released Request for Bid PW 21-93 for Biosolids Hauling and Disposal Services June 28, 2021
- Bid posted to publicpurchase.com, dodge analytics, and the Oxnard website
- Bids closed on July 22, 2021
- Holloway Environmental Solutions, LLC (Holloway) selected as the lowest responsive bidder

# DISCUSSION



- Prices are based on a per tonnage basis and are subject to a fuel price adjustment
  - Applicable only if monthly average fuel price fluctuates 10% from the reference price of $3.70 per gallon
  - Applied to the base price in the form of a discount or a surcharge ($0.02 for every $0.01 under/over threshold)

| Vendor | Disposal Site | Price/ Ton Year 1 | Price/ Ton Year 2 | Price/ Ton Year 3 |
|---|---|---|---|---|
| Holloway Environmental Solutions, LLC | 14045 Holloway Road, Lost Hills, CA | $48.00 | $49.00 | $50.00 |
| Liberty Composting, Inc. | 12421 Holloway Road, Lost Hills, CA | $61.12 | $61.12 | $61.12 |
| Synagro West, LLC | 14479 Cougar Road, Helendale, CA 92342 | $61.75 | $63.60 | $65.51 |

# DISCUSSION



- The Holloway disposal site located at 14045 Holloway Road, Lost Hills, CA
- Classified as a Class III non-hazardous industrial waste landfill facility
- The site operates under:
  - Approved Conditional Use Permit
  - Waste Discharge Requirements Order No. 97-078
  - Solid Waste Facility Permit (SWIS 15-AA-0308-010-A) issued by the Kern County Environmental Health Services Division

# DISCUSSION



- Holloway has provided satisfactory biosolids hauling and disposal services to the OWTP for the last 3 years and has agreed to the terms of the contract which requires them to:
  - Maintain certified scales at the disposal site
  - Ensure trailer loads meet weight and distribution requirements
  - Ensure trailers are clean and odor free
  - Ensure trailers roadworthy and free of leaks
  - Maintain all necessary regulatory permits
  - Provide emergency response plan for spills
  - Adhere to the City’s biosolids hauling schedule

# FINANCIAL IMPACT



- Cost for three-year contract with Holloway shall not exceed $5,000,000, with an estimated cost of $1,500,000 in Fiscal Year 2021-22

- Costs will be funded with existing appropriations from the Wastewater Operating Fund 621 (621-6202-844-8268)

- Remaining contract balance will be budgeted in subsequent fiscal years

| Biosolids Hauling and Disposal Spending Plan | | | | |
|---|---|---|---|---|
| **Division** | **FY 21-22** | **FY 22-23** | **FY 23-24** | **TOTAL** |
| **Wastewater Operations** | $1,500,000 | $1,700,000 | $1,800,000 | $5,000,000 |

CITY OF OXNARD CALIFORNIA

# QUESTIONS